

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

**DUSTIN SWIGART and SONIA  
SCHULTZ, on behalf of themselves  
and others similarly situated,**

**Plaintiffs,**

**V.**

**FIFTH THIRD BANK,**

**Defendant.**

**Case No. 1:11-cv-00088**

**Judge Timothy S. Black**

# SETTLEMENT AGREEMENT

The parties to this action and their representatives identified below participated in two mediation sessions in Cincinnati, Ohio, the first on August 27, 2012, and the second successful mediation on May 15, 2013, both before Mediator John Van Winkle. The second session concluded with an agreement concerning the essential terms, subject to preparation and execution of a comprehensive written settlement and release agreement, and further subject to approval by the Court, between Defendant Fifth Third Bank (“Fifth Third” or “the Company”) and the Named Plaintiffs and Class Representatives, Dustin Swigart and Sonia Schultz (the “Named Plaintiffs” or “Class Representatives”) on behalf of themselves and all others similarly situated, including all Opt-In Plaintiffs (the “Opt-In Plaintiffs” as defined in ¶ 1.18) and the Ohio Rule 23 Class (as defined in ¶ 1.20). This Settlement Agreement (“Agreement” as defined in ¶ 1.22) is entered into between the Named Plaintiffs, on behalf of themselves and all other similarly situated Opt-In

Plaintiffs, and the Class Representatives, on behalf of themselves and all other similarly situated Ohio Rule 23 Class Members (as defined in ¶ 1.21), all of whom are represented by Nichols Kaster, PLLP (“Nichols Kaster”) and Fifth Third, which is represented by Littler Mendelson, P.C.

## **1. DEFINITIONS**

The terms set forth below shall have the meanings defined in this Section wherever used in this Agreement and in all of its Exhibits.

**1.1** The “Civil Action” means the above-captioned case, inclusive of the federal claims pursuant to the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* and the Ohio state law claims pursuant to the Ohio Minimum Fair Wage Standards Act (“Ohio Wage Act”), Ohio Rev. Code § 4111.01 *et seq.*

**1.2** This Agreement is intended to be binding upon all FLSA Class Members (who are defined in ¶ 1.19) and Ohio Rule 23 Class Members (who are defined in ¶ 1.21), which encompass for purposes of this Agreement all current and former Mortgage Loan Originators (“MLOs”) of Fifth Third, who are FLSA Class Members and/or Ohio Rule 23 Class Members, who have worked at any time between February 11, 2008 and January 3, 2011. This Agreement is also intended to be binding on the Named Plaintiffs. Class Counsel and Defense Counsel have agreed upon a list of all Opt-in Plaintiffs who have opted into this case (attached to this Agreement as **Exhibit A**) and those current and former Ohio MLOs of Fifth Third who are designated as the Ohio Rule 23 Class under Rule 23 of the Federal Rules of Civil Procedure (attached as **Exhibit B**).

**1.3** “Claims Administrator” means Epiq Systems.

**1.4** The “Court” means the United States District Court for the Southern District of Ohio, Western Division, Cincinnati, Ohio, Judge Timothy S. Black presiding.

**1.5** “Class Counsel” means Paul J. Lukas and Timothy C. Selander of Nichols Kaster. “Defense Counsel” means Anthony J. Hall of Littler Mendelson, P.C.

**1.6** “Fifth Third” and “the Company” means Defendant Fifth Third Bank.

**1.7** “Effective Date” means the date upon which all of the following have occurred: (1) entry of final approval order as defined in ¶ 1.12; (2) issuance of an order directing the dismissal of the Civil Action and the entry of judgment; and (3) the expiration of the appeal rights of any party.

**1.8** “Named Plaintiffs” means Plaintiffs Dustin Swigart and Sonia Schultz.

**1.9** “Class Representatives” for the Ohio Rule 23 Class means Dustin Swigart and Sonia Schultz.

**1.10** The “Parties” means the FLSA Class Members, the Class Representatives, the Ohio Rule 23 Class Members, and Defendant.

**1.11** The “Preliminary Approval Order” means the Order entered by this Court preliminarily approving the Rule 23 Class Action Settlement and the terms of FLSA settlement pursuant to 29 U.S.C. § 216(b) as described in this Agreement following submission to the Court of Plaintiffs’ Unopposed Motion for Approval of Section 216(b) Settlement and for Preliminary Approval of Ohio Rule 23 Class Action Settlement and attached as **Exhibit C** as the proposed version to be submitted to the Court.

**1.12** The “Final Approval Order” means the Order entered by this Court approving the terms of Ohio Rule 23 Settlement described in this Agreement following

submission to the Court of Plaintiffs' Unopposed Motion for Final Settlement Approval and attached as **Exhibit D** as the proposed version to be submitted to the Court.

**1.13** "Section 216(b) Released Claims" and "Ohio Rule 23 Released Claims" have the meaning ascribed to them in ¶ 5.1 of this Agreement.

**1.14** "Relevant Period" means, for FLSA claims, February 11, 2008 to January 3, 2011, and for Ohio Rule 23 claims, February 11, 2009 to January 3, 2011.

**1.15** "Released Parties" means Fifth Third Bank, its predecessors, successors, present and former affiliates, parents, subsidiaries, insurers, officers, directors, agents, members, shareholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Civil Action.

**1.16** "Section 216(b) Settlement Fund" means the amount of money (\$1,604,884.82) to be paid by Fifth Third and set aside to pay the FLSA Class Members in exchange for a release of claims against the Released Parties.

**1.17** "Ohio Rule 23 Settlement Fund" means the amount of money (\$999,781.85) to be paid by Fifth Third and set aside to pay the claims of any and all members of the Ohio Rule 23 Class in exchange for a release of claims against the Released Parties.

**1.18** "Opt-In Plaintiffs" means the Plaintiffs that filed their Notice of Consent to Join both prior to and pursuant to the Court's August 31, 2011 Order granting

conditional certification, until April 17, 2012. As of April 17, 2012, there were 361 Opt-in Plaintiffs (the list includes Named Plaintiffs) who are identified in **Exhibit A**.

**1.19** “FLSA Class Members” means the Named Plaintiffs and the Opt-In Plaintiffs collectively and who are not otherwise ineligible as defined in ¶ 1.28.

**1.20** “Ohio Rule 23 Class” means the class certified by the Court in its December 28, 2012 Order (ECF No. 159): all current and former MLOs of Fifth Third who have worked at any time between February 11, 2009 and January 3, 2011, in the State of Ohio.

**1.21** “Ohio Rule 23 Class Members” mean all current and former MLOs of Fifth Third who have worked at any time between February 11, 2009 and January 3, 2011 in the State of Ohio, excluding the nine MLOs who opted-out during the Rule 23 notice period (Laura Grodin, Kristy Gruber, Scott Lyle, John Markman, Jon Ostrander, Frank Petrie, Eric Pfahl, Jeff Ratliff, and Frank Tremper). In addition, the Ohio Rule 23 Class Members do not include any current or former MLOs of Fifth Third described in ¶ 1.20 above who timely request to opt out of the Settlement by returning a signed Opt-Out Statement as described in ¶ 3.3(d).

**1.22** “Agreement” refers to this Settlement Agreement that sets forth the terms of the settlement of the Civil Action as both a settlement of the collective claims of the FLSA Class Members pursuant to 29 U.S.C. § 216(b) and an Ohio Rule 23 class action settlement of the Ohio Wage Act claims of the Ohio Rule 23 Class.

**1.23** “Settlement Class Members” means the FLSA Class Members and Ohio Rule 23 Class Members collectively.

**1.24** “Attorneys’ Fees and Expenses Payment” means the amount of money to be paid by Fifth Third out of the Settlement Fund (as defined in ¶ 1.26) to Class Counsel, subject to Court approval.

**1.25** “Class Representative Award(s)” means the amount of money to be paid by Fifth Third out of the Settlement Fund to the Class Representatives, subject to Court approval.

**1.26** “Settlement Fund” means the total amount of money (\$4,000,000.00) to be paid by Fifth Third and set aside to pay the FLSA Class Members, the Ohio Rule 23 Class Members, Named Plaintiffs, Class Representatives, and Class Counsel, less any funds allocated to rejecting or unresponsive FLSA Class Members, and any funds allocated to Ohio Rule 23 Class Members who timely opt-out.

**1.27** “Acknowledgement and Release” means the pre-litigation agreement between Fifth Third and certain FLSA Class Members and Ohio Rule 23 Class Members under which Fifth Third agreed to pay overtime wages for certain weeks worked during the period of time from March 24, 2010 through January 3, 2011 in exchange for a release of liability for claims related to overtime pay. The FLSA Class Members and Ohio Rule 23 Class Members who signed the Acknowledgement and Release and, as a result, received overtime pay for weeks worked as a MLO between March 24, 2010 and January 3, 2011, are identified in **Exhibit I**.

**1.28** “Ineligible FLSA Class Members” means any FLSA Class Member who either (1) did not opt-in to this case within three years of the last day that he or she worked for Fifth Third as a MLO; (2) did not work for Fifth Third as a MLO during the relevant

period; or (3) did not work for Fifth Third as a MLO before January 3, 2011. Ineligible FLSA Class Members are ineligible to participate in this settlement.

## **2. RECITALS AND SETTLEMENT TERMS**

**2.1.** This is a FLSA collective action and an Ohio Rule 23 class action brought by the Named Plaintiffs on behalf of current and former MLOs of Fifth Third. The Named Plaintiffs are MLOs of Fifth Third who were compensated based on a draw plus commission basis. The Named Plaintiffs claim, *inter alia*, that, as a result of being paid based on a draw plus commission basis, Fifth Third failed to pay them overtime pursuant to 29 U.S.C. § 201 *et seq.* and Ohio Rev. Code § 4111.01, *et seq.* The Named Plaintiffs seek compensation from Fifth Third for unpaid overtime pursuant to 29 U.S.C. § 201 *et seq.* and Ohio Rev. Code § 4111.01, *et seq.* The Named Plaintiffs seek compensation from Fifth Third for unpaid overtime under the FLSA and the Ohio Wage Act.

**2.2.** During the pendency of this action, Class Counsel conducted extensive written discovery and took depositions, including those of corporate representatives concerning Fifth Third's policies, payroll practices, and operations. The Parties engaged in a second formal, arm's-length mediation on May 15, 2013, conducted by a mediator, John Van Winkle.

**2.3.** It is the desire of the Named Plaintiffs and the FLSA Class Members to fully, finally, and forever settle, compromise, and discharge all disputes for any cause of action, claims, debts, contracts, agreements, obligations, liabilities, suits, losses, or demands whatsoever for (1) unpaid regular and overtime wages, penalties, liquidated damages, costs, attorneys' fees, and any other relief under the FLSA, 29 U.S.C. § 201, *et*

*seq.* Similarly, it is the desire of the Class Representatives on behalf of the Ohio Rule 23 Class Members to fully, finally, and forever settle, compromise, and discharge all disputes for any cause of action, claims, debts, contracts, agreements, obligations, liabilities, suits, losses, or demands whatsoever for unpaid regular and overtime wages, penalties, liquidated damages, costs, attorneys' fees, and any other relief under the Ohio Wage Act.

**2.4.** It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of all Released Claims against all Released Parties.

**2.5.** In exchange for (a) the dismissal of the claims alleged in the Civil Action with prejudice; (b) the Releases described in ¶ 5 of this Agreement; and (c) otherwise subject and pursuant to the terms and conditions of this Agreement, Fifth Third has agreed to pay a maximum sum of \$4,000,000.00, as the Settlement Fund. The Settlement Fund shall be allocated as follows:

**a)** Fifth Third shall pay \$1,604,884.82 in the aggregate as the Section 216(b) Settlement Fund to the FLSA Class Members to be divided according to the spreadsheet attached hereto as **Exhibit E**, allocated equally between a backpay and liquidated damages settlement amount. Each FLSA Class Member's share is a *pro rata* amount based on their dates of employment as a MLO, the date they joined the action by the filing of their written consent with the Court, their earnings during the relevant time period, and an average of five overtime hours per week. In addition, for all FLSA Class Members who previously signed an Acknowledgement and Release and received a payment of back wages from Fifth Third (Ex. I), the period of time from March 24, 2010

through January 3, 2011 was excluded from their allocation calculation, and their remaining allocation was reduced by 25% to account for possibility that the release contained in the Acknowledgement and Release would be enforced. Lastly, all FLSA Class Members who are not otherwise ineligible will be allocated a minimum of \$500.

b) Fifth Third shall pay \$999,781.85 in the aggregate as the Ohio Rule 23 Settlement Fund to the Ohio Rule 23 Class Members to be divided according to the spreadsheet attached hereto as **Exhibit F**. Each Ohio Rule 23 Class Member's share is a *pro rata* amount based on their dates of employment as a MLO between February 11, 2009 and January 3, 2011, their earnings during the relevant time period, and an average of five overtime hours per week. In addition, for all Ohio Rule 23 Class Members who previously signed an Acknowledgement and Release and received a payment of back wages from Fifth Third (Ex. I), the period of time from March 24, 2010 through January 3, 2011 was excluded from their allocation calculation, and their remaining allocation was reduced by 25% to account for the risk that the release contained in the Acknowledgement and Release would be enforced. Lastly, all Ohio Rule 23 Class Members will be allocated a minimum of \$500.

c) Class Counsel reserves the right to request up to 33% of the total settlement amount in attorneys' fees and an additional amount for costs. Any fees or costs which are not approved by the Court shall not revert to Defendant, but instead shall be reallocated to the Settlement Fund and distributed to participating settlement class members on a *pro rata* basis.

d) Class Counsel reserves the right to request up to \$20,000 from the Settlement Fund as a Class Representative Award. The amount approved by the Court will be divided equally between the two Class Representatives. Any amount not approved shall not revert to Defendant, but instead shall be reallocated to the Settlement Fund and distributed to participating settlement class members on a *pro rata* basis.

2.6. Fifth Third shall be responsible for the costs of administering the Settlement Fund and shall select the Claims Administrator, subject to the reasonable consent of Class Counsel.

2.7. The parties shall cooperate in the formal steps necessary to carry out the terms set forth in this Agreement, which is subject to approval by the Court in the Civil Action.

2.8 All FLSA Class Members who accept their allocation of the Settlement Fund by returning a signed claim form will be bound as applicable by the terms and conditions of this Agreement, the Preliminary Approval Order, the Final Approval Order, the judgment and the releases set forth herein and will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the settlement.

### **3. APPROVAL AND NOTICE PROCEDURES**

3.1 The Parties agree to seek Court approval of this Agreement. The parties agree to seek such approval by filing no later than October 7, 2013 (or as soon as possible thereafter), the following:

a) This Agreement with Exhibits A through I to the Court;

b) Plaintiffs' Unopposed Motion for Approval of Section 216(b) Settlement and for Preliminary Approval of Ohio Rule 23 Class Action Settlement with a proposed Order (attached as **Exhibit C**).

### **3.2 Notice and Claims Procedure for FLSA Class Members**

a) Not later than fourteen days after the date of the Court's issuance of the Preliminary Approval Order, Class Counsel shall provide the Claims Administrator with an Excel chart listing the names, last known addresses, and telephone numbers of the FLSA Class Members, **listed in Exhibit A**, along with the parties' agreed upon allocation, **listed in Exhibit E**. All information provided regarding the FLSA Class Members will be treated by the Claims Administrator as confidential information. Class Counsel shall also provide the Claims Administrator with a proposed communication ("Class Counsel Communication") which will provide a summary of the basis for the settlement and the means to participate in the settlement.

b) Within seven days after receipt of the FLSA Class Member information from Class Counsel, the Claims Administrator shall mail, via First Class United States mail, a copy of the Class Counsel Communication, an FLSA Class Member Settlement Claim Form and Release of Claims ("FLSA Claim Form") in a form substantially similar to the attached **Exhibit G-3**, and a pre-addressed return envelope (collectively, "the FLSA Notice Packet") to each FLSA Class Member. If any FLSA Notice Packet is returned as undeliverable, the Claims Administrator shall promptly advise Class Counsel and attempt to locate such FLSA Class Member through an

electronic search using the former address of that person and shall promptly mail an additional FLSA Notice Packet to such person.

c) Within forty-five (45) days following the Administrator's mailing of the FLSA Notice Packet, the Claims Administrator shall provide Class Counsel and Defense Counsel with an Excel chart listing the name of each FLSA Class Member who has returned an FLSA Claim Form. The original FLSA Claim Forms shall be submitted to Defense Counsel, along with a copy to Class Counsel. FLSA Class Members must return a FLSA Claim Form within the forty-five (45) days following the date that the Claims Administrator mails the FLSA Notice Packet.

d) FLSA Class Members have the right to reject their settlement offer by delivering a written rejection to the Class Administrator. FLSA Class Members who reject their settlement offer, or who do not return an FLSA Claim Form within forty-five (45) days following the issuance of the 216(b) Approval Order, will be dismissed from the Civil Action without prejudice and have their statute of limitations tolled for 30 days to re-file their claims. Fifth Third retains the right to rescind this Agreement if more than five percent (5%) of the FLSA Class Members reject their settlement offer by delivering a written rejection to the Class Administrator.

e) Ineligible FLSA Class Members will be dismissed without prejudice. Within seven days of the Court's Preliminary Approval Order, Class Counsel will send a letter to these ineligible FLSA Class Members identifying the reason that he or she is ineligible and informing them that they may contact Class Counsel with questions.

f) Any and all dismissals referenced in paragraphs 3.2(d) and (e) will occur in conjunction with the Court's Final Approval Order.

**3.3 Notice and Claims Procedure for Ohio Rule 23 Class Members**

a) Not later than fourteen (14) days after the date of the Preliminary Approval Order, Plaintiffs' Counsel will provide the Claims Administrator with an Excel chart listing the names, last known addresses, and telephone numbers of the Ohio Rule 23 Class Member listed in **Exhibit B**, along with the parties' agreed upon allocation, **Exhibit F**.

b) Within seven (7) days after receiving the information described in ¶ 3.3(a), Claims Administrator shall mail, via First Class United States mail, the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing ("Notice") in the form attached as **Exhibit G**, the Opt-Out Statement in the form attached as **Exhibit G-1**, and the Settlement Claim Form, Consent to Join, and Release of Claims ("Rule 23 Claim Form") in the form attached as **Exhibit G-2** (collectively, "the Rule 23 Notice Packet"), to all Ohio Rule 23 Class Members using each individual's last known address, and a return envelope addressed to the Claims Administrator.

c) Within forty-five (45) days following the Administrator's mailing of the Rule 23 Notice Packet, the Claims Administrator shall provide Class Counsel and Defense Counsel with an Excel chart listing the name of each Ohio Rule 23 Class Member who has returned a Rule 23 Claim Form. The original Rule 23 Claim Form shall be submitted to Defense Counsel, along with a copy to Class Counsel. Ohio Rule

23 Class Members must return a Rule 23 Claim Form within the forty-five (45) days following the date that the Claims Administrator mails the Rule 23 Notice Packet.

d) Any Ohio Rule 23 Class Member may request exclusion from the Class by “opting out.” Ohio Rule 23 Class Members who choose to do so must submit a signed Opt-Out Statement to the Claims Administrator, in the form attached as **Exhibit G-1**. To be effective, such Opt-Out Statements must be sent via First Class United States mail and postmarked by a date certain to be specified on the Notice and Opt-Out Statement, which will be forty-five (45) calendar days after the Claims Administrator makes the initial mailing of the Notice. The end of the “Opt-Out Period” shall be forty-five (45) calendar days after the last day on which the Claims Administrator makes the initial mailing under ¶ 3.3(b). The Claims Administrator shall stamp the postmark date on the original of each Opt-Out Statement that it receives and shall deliver copies of each Statement to Class Counsel and Defense Counsel not later than three (3) calendar days after receipt thereof. The Claims Administrator shall also, through Class Counsel, within three (3) days of the end of the Opt-Out Period, file with the Clerk of Courts, with Social Security Numbers redacted, stamped copies of the Opt-Out Statements. The Claims Administrator shall, within three (3) business days of the end of the Opt-Out Period, send a final list of all Opt-Out Statements to Defense Counsel and Class Counsel.

e) Ohio Rule 23 Class Members who wish to present objections to the proposed settlement at the Fairness Hearing must do so first in writing. To be considered, such statements must be sent to the Claims Administrator via First Class United States mail, and be received by the Claims Administrator by a date certain, to be

specified on the Notice, which shall be for each Ohio Rule 23 Class Member forty-five (45) days after the initial mailing of the Claims Administrator of the Notice. The Claims Administrator shall stamp the date received on the original and send copies of each objection to Defense Counsel and Class Counsel via email and overnight delivery not later than three (3) calendar days after receipt thereof. The Claims Administrator shall, through Class Counsel, also file the date-stamped originals of any and all objections with the Clerk of Courts within three (3) business days after the end of the Opt-Out Period. An objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Fairness Hearing must state his or her intention to do so at the time he or she submits his or her written objections. An objector may withdraw his or her objections at any time.

f) Any Ohio Rule 23 Class Member who has submitted an Opt-Out form may not submit objections to this settlement. The Parties may file with the Court written responses to any filed objections no later than fourteen (14) calendar days before the Fairness Hearing.

### **3.4 Ohio Rule 23 Class Settlement Approval Procedures**

a) Not later than fourteen (14) calendar days before the Fairness Hearing, the Class Representatives for the Ohio Rule 23 Class will submit (1) Plaintiffs' Unopposed Motion for Final Settlement Approval. Such Motion shall be submitted to Defense Counsel for review to ensure that the Motion is consistent with the terms of this Agreement prior to its filing with the Court. The date of the Fairness Hearing will be set by the Court.

b) At the Fairness Hearing, the Class Representatives for the Ohio Rule 23 Class shall request that the Court issue a Final Approval Order containing provisions accomplishing the following, among other things:

- 1) Dismissing the Class Representatives' claims on behalf of the Ohio Rule 23 Class with prejudice and permanently barring all Ohio Rule 23 Class Members, including the Class Representatives, from prosecuting any Released Claims against any Released Parties and issuing an order for entry of judgment to that effect;
- 2) Dismissing Ineligible FLSA Class Members without prejudice;
- 3) Approving the parties' agreed upon cy pres beneficiary;
- 4) Granting Plaintiffs' petition for attorneys' fees, costs, and Class Representative Awards;
- 5) Issuing an order directing the dismissal of the Civil Action and entry of judgment; and
- 6) Retaining jurisdiction to enforce the terms of this Agreement.

#### **4. FIFTH THIRD'S PAYMENT OBLIGATIONS**

**4.1** No later than three business days following the Effective Date, Fifth Third shall transmit the Settlement Fund (\$4,000,000.00) to the Claims Administrator to be held in escrow for the purpose of making payments to the FLSA Class Members, the Ohio Rule 23 Class Members, and Class Counsel as provided in this Agreement.

**4.2** The Claims Administrator will make the Attorneys' Fees and Expenses Payment (\$1,375,333.33, or the amount awarded by the Court) by wire transfer or by check delivered to Class Counsel at an anticipated date no later than fourteen (14) days after the Claims Administrator receives the Settlement Fund payment from Fifth Third. In advance of the Effective Date, Class Counsel will provide Defense Counsel and the Claims Administrator with the tax-payer identification numbers for Class Counsel, an executed W-9 form, and wire instructions. The Settlement Class Members (as defined in ¶ 1.23) and Class Counsel expressly waive any rights that they may have to recover any other attorneys' fees and expenses relating to the Civil Action.

**4.3** Except as otherwise provided herein and the anticipation of the motions by Class Counsel to have attorneys' fees and expenses approved as contemplated herein, the Parties shall bear responsibility for their own fees, costs, and expenses incurred by them or arising out of this litigation and will not seek reimbursement thereof from any party to this Agreement or the Released Parties.

**4.4** Attached as Exhibits E and F are the preliminary payment schedules for the FLSA Class Members and Ohio Rule 23 Class Members. These schedules assume that the Court will fully grant Class Counsel's petition for attorneys' fees and costs and award the maximum Class Representative Award, and that all Ohio Rule 23 Class Members will accept the settlement by timely returning the Rule 23 Claim Form. These schedules will be modified in the event that the Court reduces the amount of attorneys' fees and/or costs, reduces or eliminates the Class Representative Award, or if any Ohio Rule 23 Class Members fail to timely return the Rule 23 Claim Form or opt-out.

#### **4.5 Payments to the FLSA Class Members**

a) The Claims Administrator will allocate the full portion of the Section 216(b) Settlement Fund (\$1,604,884.82), less any amounts allocated to FLSA Class Members who reject the Settlement or who do not respond, for distribution to the FLSA Class Members to a trust account within fourteen (14) days of receiving the Settlement Fund from Fifth Third.

b) The Claims Administrator shall make payment to the FLSA Class Members out of the 216(b) Settlement Fund pursuant to the schedule attached as **Exhibit E** within fourteen (14) days after the Claims Administrator receives the Settlement Fund payment from Fifth Third. The Claims Administrator shall prepare two separate checks payable to each FLSA Class Member, which together shall equal each Class Member's Total Award: (1) One payment, reflected as "Backpay" on **Exhibit E**, shall be considered a payment of wages to be documented by the Claims Administrator on a Form W-2 and issued to the FLSA Claim Member; (2) A second payment, reflected as Liquidated Damages on **Exhibit E**, shall be considered a non-wage payment for liquidated damages and documented by the Claims Administrator on a Form 1099 and issued to the FLSA Class Member.

c) The employee portion of all applicable income and payroll taxes, as well as the taxes on the liquidated damages payment, will be the responsibility of the individual FLSA Class Member, who agrees to indemnify and hold harmless Fifth Third, Class Counsel, and Defense Counsel for any tax liability, including penalties and interest, arising out of or relating to the FLSA Class Member's failure to pay taxes on any

amounts paid pursuant to this Agreement. The Claims Administrator shall be responsible for remitting to the tax authorities all payroll taxes for payments out of the Settlement Fund. All applicable Employer Payroll Tax contributions associated with the Backpay payments including the employer share of FICA, FUTA, and SUTA shall be the responsibility of Fifth Third. The Claims Administrator shall be responsible for notifying Fifth Third of the total of the employer's share of each FLSA Class Member's Backpay award.

d) The FLSA Class Members will have ninety (90) days from the date the checks are issued to negotiate them. The Claims Administrator, in conjunction with Class Counsel, will endeavor to locate any FLSA Class Members whose checks are returned and promptly cause their checks to be delivered to them. Forty-five (45) days from the date of mailing of the Section 216(b) Settlement checks the Claims Administrator will provide Class Counsel with a report reflecting which checks have not been negotiated. Class Counsel will be free to contact any FLSA Class Members whose checks were not negotiated and urge them to promptly negotiate their checks. After ninety (90) days, the Claims Administrator may stop payments on any checks issued to FLSA Class Members that have not been negotiated, and the Claims Administrator will provide Class Counsel and Fifth Third with a list of checks that have not been negotiated. The Claims Administrator will thereafter send the funds to a cy pres recipient to be agreed upon by the parties and approved by the Court as part of the final approval order.

#### **4.6 Payments to the Ohio Rule 23 Class Members**

a) The Claims Administrator will allocate the full portion of the Ohio Rule 23 Settlement Fund (\$999,781.85), less any amounts allocated to Ohio Rule 23 Class Members who timely opt-out) for distribution to the Ohio Rule 23 Class Members to a trust account within fourteen (14) days of receiving the Settlement Fund from Fifth Third.

b) The Claims Administrator shall make payment to the Ohio Rule 23 Class Members out of the Ohio Rule 23 Settlement Fund pursuant to the schedule attached as **Exhibit F** within fourteen (14) days after the Claims Administrator receives the Settlement Fund payment from Fifth Third. The Claims Administrator shall prepare two separate checks payable to each Ohio Rule 23 Class Member, which together shall equal each Class Member's Total Award: (1) One payment, reflected as "Backpay" on **Exhibit F**, shall be considered a payment of wages to be documented by the Claims Administrator on a Form W-2 and issued to the Ohio Rule 23 Class Member; (2) A second payment, reflected as Liquidated Damages on **Exhibit F**, shall be considered a non-wage payment of liquidated damages and documented by the Claims Administrator on a Form 1099 and issued to the Ohio Rule 23 Class Member. Any amount awarded by the Court to the Class Representatives as a Class Representative Award will be considered a payment of wages and documented by the Claims Administrator on the same Form W-2 as the Backpay damages amount.

c) The employee portion of all applicable income and payroll taxes, as well as the taxes on the liquidated damages payment, will be the responsibility of the individual Ohio Rule 23 Class Member, who agrees to indemnify and hold harmless Fifth

Third, Class Counsel, and Defense Counsel for any tax liability, including penalties and interest, arising out of or relating to the Class Member's failure to pay taxes on any amounts paid pursuant to this Agreement. The Claims Administrator shall be responsible for remitting to the tax authorities all payroll taxes for payments out of the Settlement Fund. All applicable Employer Payroll Tax contributions associated with the Backpay payments including the employer share of FICA, FUTA, and SUTA shall be the responsibility of Fifth Third. The Claims Administrator shall be responsible for notifying Fifth Third of the total of the employer's share of each Ohio Rule 23 Class Member's Backpay award.

d) The Ohio Rule 23 Class Members will have ninety (90) days from the date the checks are issued to negotiate them. The Claims Administrator, in conjunction with Class Counsel, will endeavor to locate any Ohio Rule 23 Class Members whose checks are returned and promptly cause their checks to be delivered to them. Forty-five (45) days from the date of mailing of the Section 216(b) Settlement checks the Claims Administrator will provide Class Counsel with a report reflecting which checks have not been negotiated. Class Counsel will be free to contact any Ohio Rule 23 Class Members whose checks were not negotiated and urge them to promptly negotiate their checks. After ninety (90) days, the Claims Administrator may stop payments on any checks issued to Ohio Rule 23 Class Members that have not been negotiated, and the Claims Administrator will provide Class Counsel and Fifth Third with a list of checks that have not been negotiated. The Claims Administrator will thereafter

send the funds to a cy pres recipient to be agreed upon by the parties and approved by the Court as part of the Final Approval Order.

**4.7** Fifth Third, Class Counsel, and Defense Counsel will not be liable for checks cashed by persons other than the Settlement Class Members. Each Settlement Class Member will be deemed to have released Fifth Third from all liability as set forth in this Agreement even if his or her check is cashed by a person other than to whom the check is written.

**4.8** Payments made under this Agreement are not intended to and will not: (1) form the basis for additional contributions to, benefits under, or any other monetary entitlements under; (2) count as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, Fifth Third's bonus, pension, any 401(k) and/or other retirement plans or similar programs.

## **5. RELEASES**

### **5.1 Release of Claims**

a) By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those nonwaivable by law, the Class Representatives and Class Counsel, on behalf of the Ohio Rule 23 Class Members, hereby irrevocably and unconditionally forever and fully release and covenant not to sue Fifth Third and the Released Parties from any and all past and present matters, claims, demands, and causes of action for unpaid regular and overtime wages, penalties, liquidated damages, costs, attorneys' fees, and any other relief under the Ohio Wage Act,

Ohio Rev. Code § 4111.01, *et seq.*, which accrued between February 11, 2009 and January 3, 2011.

b) By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those nonwaivable by law, the Named Plaintiffs and Class Counsel, on behalf of the FLSA Class Members, hereby irrevocably and unconditionally forever and fully release and covenant not to sue Fifth Third and the Released Parties from any and all past and present matters, claims, demands, and causes of action for (1) unpaid regular and overtime wages, penalties, liquidated damages, costs, attorneys' fees, and any other relief under the federal FLSA, 29 U.S.C. § 201, *et seq.*, and (2) the Ohio Wage Act, Ohio Rev. Code § 4111.01, *et seq.*, which accrued between February 11, 2008 and January 3, 2011.

c) By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those nonwaivable by law, the Named Plaintiffs hereby irrevocably and unconditionally forever and fully release and covenant not to sue Fifth Third and the Released Parties from any and all past and present matters, claims, demands, and causes of action for violations of: Labor Management Relations Act of 1947; The Employee Retirement Income Security Act of 1973; The Consolidated Omnibus Budget Reconciliation Act of 1985; The Civil Rights Act of 1866; The Civil Rights Act of 1964; The Civil Rights Act of 1991; Age Discrimination in Employment Act of 1967; Sections 1981 through 1988 of Title 42 of the United States Code; The Americans with Disabilities Act of 1990; The Occupational Safety and Health Act; The Family and Medical Leave Act of 1993; The Ohio Civil Rights Act of 1959; Equal Pay

Act of 1963; Ohio Whistleblower Protection Statutes; Ohio Workers' Compensation Statutes; The Rehabilitation Act of 1973; The Health Maintenance Organization Act of 1973; The Immigration Reform and Control Act of 1986; Executive Order 11141; Executive Order 11246; Executive Order 11375; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; and any public policy, contract, tort, common law.

**6. PARTIES' AUTHORITY**

**6.1** All Parties have been represented by counsel throughout all negotiations which preceded the execution of this Agreement and this Agreement is made with the consent and advice of counsel. Class Counsel believes that the terms and conditions of this settlement are fair, reasonable, adequate, beneficial to and in the best interest of Named Plaintiffs, the FLSA Class Members and the Ohio Rule 23 Class Members. Class Counsel represents that they are fully authorized to enter into this Agreement and to bind the FLSA Class Members and the Ohio Rule 23 Class Members hereto the terms and conditions thereof.

**6.2** All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

**6.3** It is agreed that because the FLSA Class Members and Ohio Rule 23 Class Members are so numerous, it is impossible or impractical to have each member execute this Agreement. Class Counsel will notify all of the Opt-in Plaintiffs, and the Notice will

advise all Ohio Rule 23 Class Members, of the binding nature of the release as described in this Agreement, with or without additional action by them other than an opt-out by a member of the Ohio Rule 23 Class, and that the release will have the same force and effect as if this Agreement were executed by each member.

**6.4** The Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**7. MUTUAL FULL COOPERATION**

**7.1** The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

**7.2** The Parties agree to a time line for submittal to Court of all necessary papers, including but not limited to approval papers, understanding that they will begin and complete the process in a reasonable, practicable, and expeditious manner and so as to facilitate the approval, notice, and payment schedule in a timely and workable manner.

**7.3** If the Parties disagree over any of the term(s) of this Agreement, or any negotiation of or compliance with implementation of said terms, and cannot resolve such issues by themselves, the Parties agree to promptly submit such issue(s) to mediation with John Van Winkle. If the Parties cannot then reach agreement, the mediator will have the authority to make a binding determination.

**7.4** The Parties are to execute all documents necessary for settlement as intended under this Agreement.

**8. NOTICES**

**8.1** Unless otherwise specifically provided herein, all notice, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Plaintiffs/Settlement Class:

Paul J. Lukas  
Timothy C. Selander  
**NICHOLS KASTER, PLLP**  
4600 IDS Center, 80 South 8th Street  
Minneapolis, MN 55402

To Defendant:

Anthony J. Hall, Esq.  
**LITTLER MENDELSON, P.C.**  
111 N. Magnolia Ave., Suite 1250  
Orlando, FL 32801-2366

**9. MODIFICATION**

**9.1** To be effective, any amendment to the Agreement must be made in writing and signed by counsel for the Parties, and approved by the Court.

**10. ENTIRE AGREEMENT**

**10.1** This Agreement, its attachments, and the Settlement Term Sheet (attached as **Exhibit H**) constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement. In the event of any conflict between the Agreement and any other settlement-related document, the Parties intend that this Agreement shall be controlling.

**11. CHOICE OF LAW/JURISDICTION**

**11.1** This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Ohio, both in its procedural and substantive aspects, and shall be subject to the continuing exclusive jurisdiction of the United States District Court for the Southern District of Ohio, Western Division (Judge Timothy S. Black). This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

**12. COUNTERPARTS**

**12.1** This Agreement may be executed in counterparts, and when each party has signed and delivered at least on such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

**13. SOLICITATION TO EXCLUDE OR OBJECT**

**13.1** The Named Plaintiffs, Fifth Third, Class Counsel, and Defense Counsel agree not to encourage, assist, or solicit persons to exclude themselves from the settlement class or object to the settlement.

**14. DENIAL OF LIABILITY**

**14.1** Fifth Third vigorously denies the allegations in the Civil Action and states that it did not violate the law and that it has no liability for any claims raised in the Civil Action, but has agreed to the terms of this Agreement because this settlement will: (1)

avoid the further expenses and disruption of Fifth Third's business due to the pendency and expense of the litigation; (2) put the claims asserted in the Civil Action to rest; and (3) provide benefit to Fifth Third's shareholders. Nothing in this Agreement shall be deemed or used as an admission of liability by Fifth Third, or an admission that a class should be certified for any purpose other than settlement purposes.

## **15. VOIDING THE AGREEMENT**

### **15.1 Grounds for Voiding Settlement**

Any Party may Void this Agreement if:

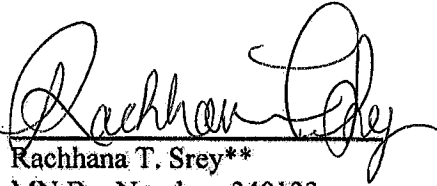
a) The Court declines to enter, in the form submitted by the Parties as contemplated under this Agreement (or any amended version agreed upon by the Parties), the Preliminary Approval Order, or Final Approval Order applicable to this Agreement; or

b) The settlement as agreed does not become final for any other reason.

**15.2** If this Agreement is not approved, there shall be no prejudice due to lapse of time to either side and the Parties may proceed with litigation as it existed on the date of the execution of this Agreement. In the event that the Court fails to enter the Preliminary Approval Order or the Final Approval Order, or in the event that any objector successfully appeals any such Order, the Civil Action will proceed as if no settlement had been attempted. In that event, the Civil Action will resume as it existed on the date this agreement was executed unless the Parties jointly agree to seek reconsideration of the ruling or seek Court approval of the renegotiated settlement. If this

Agreement is not approved, the case will proceed as if no settlement had been attempted, and Fifth Third retains the right to contest whether this case should be maintained as a collective or class action and to contest the merits of any claims being asserted by the Named Plaintiffs or any Settlement Class Member. In such a case, the Parties will negotiate and submit for Court approval a case schedule which shall, among other things, propose dates for completion of merits discovery, and the filing of motions, including those regarding the decertification of any class. However, in the event that the settlement is not approved or is voided, Fifth Third will pay the cost incurred for the Claims Administrator as stated in ¶ 2.6.

Agreed to this 5<sup>th</sup> day of February, 2014



Rachhana T. Srey\*\*

MN Bar Number: 340133

Paul J. Lukas\*

MN Bar Number: 22084X

Matthew H. Morgan\*

MN Bar Number: 304657

NICHOLS KASTER, PLLP

4600 IDS Center, 80 South 8th Street

Minneapolis, MN 55402

Telephone: 612.256.3200

Facsimile: 612.215.6870

Email: lukas@nka.com

*\*admitted pro hac vice*

*\*\* pro hac vice admission forthcoming*

*Counsel for Plaintiffs and the Class*

**THE PARTIES:**

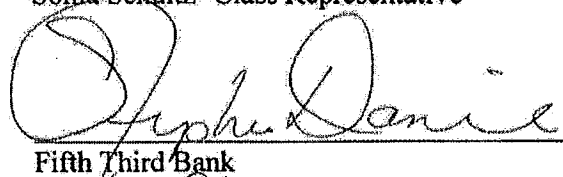
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dustin Swigart- Class Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sonia Schultz- Class Representative

Dated: \_\_\_\_\_

  
Fifth Third Bank

Print Name: Stephanie Bauer Daniel

Title: Vice President & Counsel

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Rachhana T. Srey\*\*  
MN Bar Number: 340133  
Paul J. Lukas\*  
MN Bar Number: 22084X  
Matthew H. Morgan\*  
MN Bar Number: 304657  
NICHOLS KASTER, PLLP  
4600 IDS Center, 80 South 8th Street  
Minneapolis, MN 55402  
Telephone: 612.256.3200  
Facsimile: 612.215.6870  
Email: lukas@nka.com

*\*admitted pro hac vice*  
*\*\* pro hac vice admission forthcoming*

*Counsel for Plaintiffs and the Class*

**THE PARTIES:**

Dated: 2/5/14

Dustin Swigart - Class Representative

Dated: 2/5/14

Sonia Schultz - Class Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Fifth Third Bank

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

No.	Employee ID	First Name	Last Name	NOTE
1	988115	Keri	Abed	Ineligible - Did not work as MLO during relevant period
2	18005	David	Ackermann	
3	986592	Robert	Ahlfeld	
4	20738	Toufiq	Ahmed	
5	850742	Linda	Aivalotis	
6	987659	Ty	Alday	Ineligible - Statute of Limitations
7	990634	Phillip	Aldrete	
8	996538	Dan	Alerte	
9	991184	Mark	Alexander	
10	930596	Robert	Andrews	
11	995423	Charles	Anway	
12	997370	Luis	Aparicio	
13	988046	Ricardo	Arambula	
14	20967	Karen	Armstrong	
15	23680	James	Artwell	
16	264065	Daniel	Autenrieb	
17	987606	Christopher	Bailey	
18	992977	Richard	Bailey	
19	24442	Kathy	Ballard	
20	987169	Charles "Lee"	Barroll	
21	990035	Eric	Bastian	
22	997743	Kevin	Baustian	Ineligible - Did not work as MLO before January 3, 2011
23	14322	Nathan	Bay	
24	930707	Ronald	Bayless	
25	994551	Michael	Becton	
26	997605	Mauricio	Benavente	
27	195418	John	Berghorst	
28	931453	Angelo	Bermudez	
29	991573	William	Bertram	
30	311861	Karen	Beyer	
31	997213	Melissa	Binns	
32	11941	Carl	Boersen	
33	12487	Stephen	Bogle	
34	989773	Jerold	Borman	
35	23705	David	Borys	
36	991335	Gary	Brandenburg	
37	16104	Kevin	Brant	Ineligible - Did not work as MLO during relevant period
38	299700	Phillip	Brechtig	
39	21638	Patricia	Brown	
40	994485	Christopher	Brunton	
41	990931	Reed	Brunzell	
42	986871	Paul	Burch	
43	20937	Robert	Burke	
44	996284	Chris	Caldwell	
45	21513	Mickey	Campbell	Ineligible - Did not work as MLO before January 3, 2011
46	24392	Rosie	Cano-Hurtado	

47	24438	Leah	Carroll (Morgan)	
48	195864	Daniel	Carter	
49	18174	Patricia	Cary	
50	931291	Diane	Castaldi	
51	22255	Michele	Cermak	
52	998982	Jonathan	Cherry	
53	996414	Matthew	Clark	
54	989934	Anthony	Clevenger	
55	996594	Jerome	Cobbe	
56	996320	Darren	Cochran	
57	989983	Debra	Cochran	
58	989948	Andrea	Cohen	
59	773652	Jennifer	Cohn	
60	990570	Lisa	Coker	
61	146923	Raymond	Conley	
62	997796	Claude	Connor	
63	21463	Tom	Conway	
64	513164	Kim	Cook	
65	988639	Rita	Cordova	Ineligible - Did not work as MLO during relevant period
66	357861	Timothy	Craft	
67	113031	Adrienne	Crawford	
68	989820	Jeffrey	Crockett	Ineligible - Did not work as MLO during relevant period
69	25365	Vicki	Cross	
70	930883	Steven	Crupper	
71	16175	Sherry	Cuccinelli	
72	22540	Yvonne	Cummings	
73	984975	Cameron	Cunningham	
74	514069	Douglas	Cupp	
75	16578	Charles	Cybulski	
76	995018	Stephen	Daniel	
77	989263	Christopher	Davis	
78	991637	Susan	Davis	
79	7812	Michelle	Degroote	
80	997445	Sabrina	Deramus	
81	386898	Bruce	Derby	
82	991025	Shane	Desimone	Ineligible - Did not work as MLO during relevant period
83	930562	Ben	Diaz	
84	992983	George	Dietrich	
85	25735	Domenick	Digaetani	Ineligible - Did not work as MLO during relevant period
86	996590	Paul	Digirolamo	
87	988875	Amelia	Doll	
88	11656	Cheryl	Ebert	
89	513744	Travis	Edwards	
90	995880	David	Elster	
91	1844	Jamie	Engstrom	
92	121320	Kathy	Eriks	
93	998642	Jonathan	Evans	

94	994295	Mark	Fairbanks	
95	998799	Joseph	Fanara	
96	91	Karyn	Fish	
97	26150	Charles	Fleming	
98	24384	Gregory	Flores	
99	989543	Jorge	Flores	
100	21291	David	Fry	
101	991214	Karen	Frye	
102	193834	Nancy	Fuston	
103	412013	Susan	Galbreath	
104	988471	Connie	Gallegos	
105	16375	Ray	Gantt	
106	21022	Sandra	Gardner	Ineligible - Did not work as MLO during relevant period
107	987128	Patrick	Garrett	
108	989270	James	Garrison	
109	991531	Jodi	Getz	
110	17649	Tom	Giusti	
111	989736	Patrick	Glanzman	
112	33638	Kim	Gordon	
113	858621	Robert	Gottschlich	
114	303611	Aimee	Green	
115	2992	Felicia	Greene	Ineligible - Statute of Limitations
116	991565	David	Greer	
117	22911	Darryl	Grier	Ineligible - Statute of Limitations
118	12199	Stephanie	Griffin	
119	9062	James	Griffith	
120	352161	Patrick	Grundish	
121	987327	Dianna	Haines	
122	986922	Gary	Hall	
123	990748	Sonya	Hall	
124	985223	Linda	Haller	
125	996596	Steven	Hallett	
126	24944	Robert	Hallman	
127	12148	Cheryl	Hamilton	
128	97	Jami	Hamilton	
129	993131	John	Hammons	
130	989994	Linda	Hanba	
131	989081	Matthew	Harma	
132	12057	Matthew	Harris	Ineligible - Statute of Limitations
133	997299	Judy	Hartz	
134	997272	Jeff	Hatch	
135	992538	Marcus	Haulenbeek	
136	989854	Dianna	Hay	
137	127781	Jack	Hayzlett	
138	512996	Charles	Heinbach	
139	2890	Ceola	Helm	
140	986136	Robert	Henery	

141	26267	Emily	Henson	
142	997567	Alyssa	Hicks	
143	703	John	Hildebolt	Ineligible - Statute of Limitations
144	990417	Joseph	Hill	
145	20210	Deborah	Hodge	
146	985370	Suzanne	Hogge	
147	997283	Mark	Hood	
148	987201	Michael	Hopson	
149	20969	Mark	Huddleson	
150	990660	Paige	Hughes	
151	8026	Robyn	Hughes	
152	992885	Kenra	Humble	
153	25049	James	Hunter	
154	17923	Sharon	Hurd	
155	997463	Patrick	Hurley	
156	25791	Deborah	Hyde	
157	996161	John	Imburgia	
158	16174	Stephen	Jeselnik	Ineligible - Did not work as MLO during relevant period
159	931450	Joseph	Jimenez	
160	990437	Cedric	Johnson	
161	996048	David	Johnson	
162	513890	Gregory	Johnson	
163	997468	Mark	Johnson	
164	351943	Maurice	Johnson	
165	991239	Scott	Johnson	
166	998021	Bradley	Jones	
167	992263	Delone	Jones	Ineligible - Did not work as MLO during relevant period
168	23185	Crystal	Joseph	
169	25989	Robert	Judd	
170	995752	Robert	Kach	
171	11305	Julie	Kelly-Jones	
172	994402	Erin	King	
173	989497	Tammi	Kopec	
174	989552	Randy	Kopf	
175	22010	Richard	Kopystynsky	
176	990762	Arnold	Kotowsky	
177	13342	Sharlene	LaClair-Chick	
178	56768	Brian	Landis	Ineligible - Did not work as MLO during relevant period
179	998465	Paul	Lang	
180	988791	Leo	Lara	
181	991216	John	Lasch	
182	993745	Lynda	Lawless	
183	991526	Kimberly	Lawrence	
184	2343	Glenn	Lay Jr	
185	984744	Christina	Ledesma	
186	17803	Richard	Lenzer	
187	17066	Christine	Leopard	

188	995763	Timothy	Lernihan	Ineligible - Did not work as MLO during relevant period
189	997801	Nancy	Levine	
190	985841	Bruce	Lively	
191	7446	Annette	Lovelady	
192	25702	Jean	Lovergine	
193	514019	Gloria	Lozano	
194	931505	Neri	Lugo	
195	22044	Andrew	Lusk	Ineligible - Statute of Limitations
196	995045	Justin	Lynott	Ineligible - Did not work as MLO during relevant period
197	988414	Salvatore	Magnetico	
198	990278	Timothy	Malpassi	
199	997654	Danielle	Mann	
200	19934	Paul	Marchio	
201	996568	David	Matters	
202	119319	Nick	Maxwell	
203	997309	Edward	Mcclendon	
204	991748	Jeffrey	Mcdermand	Ineligible - Did not work as MLO during relevant period
205	75686	Robert	McKearin	
206	25229	Lee	McLaughlin	
207	25235	Troy	McMahan	
208	932277	Sean	Mcmanamon	
209	991078	Thomas	McNamara	
210	385262	Kevin	Meier	
211	194521	Richard	Meisinger	
212	998430	Laurence	Metzler	
213	986988	Jerry	Middleton	Ineligible - Statute of Limitations
214	25665	Greg	Miller	
215	995609	Bruce	Million	
216	22806	Shawn	Minor	Ineligible - Did not work as MLO during relevant period
217	352014	Rebecca	Mitchell	Ineligible - Statute of Limitations
218	932079	S. Kyle	Mitter	
219	193721	Mark	Mohr	
220	5417	Heather	Montgomery	
221	990015	Angelo	Mora	
222	931142	Israel	Morales	
223	988775	Ramon	Moreno	
224	21300	Blanca	Morey	Ineligible - Statute of Limitations
225	26140	Carrie	Mudd	Ineligible - Statute of Limitations
226	990847	Michael	Mullen	
227	992313	Mary	Murphree	Ineligible - Did not work as MLO during relevant period
228	17552	Myron	Murphy	
229	196672	Dianne	Nance	
230	985879	Wanda	Negrin	Ineligible - Statute of Limitations
231	22553	Richard	Nicholls	
232	996889	John	Noh	
233	997744	Daniel	Nolan	
234	996636	Christopher	Norris	

235	86609	Monica	Notestine	
236	991998	Susan	Novak	
237	991524	Glendon	Oates	
238	990871	Christopher	Obrycki	
239	992242	Mark	Olsen	
240	363610	James	Osborn	
241	995794	Maureen	O'Toole	
242	194554	Gary	Owen	
243	998522	Jonathan	Padial	
244	991365	Robin	Palmer	
245	991289	Maciej ("Mike"	Panczyk	
246	998266	Eduardo	Paras	
247	991065	Scot	Pataky	
248	208101	Terrie	Pearman	
249	22128	Charles	Pearson	
250	513416	Jane	Peeler	
251	997193	James	Pesek	
252	988908	John	Peters	
253	195901	Thomas	Peterson	
254	985352	Lance	Petway	
255	18147	Amanda	Pietoso	
256	998250	Jennifer	Pike	
257	986920	Beverly	Pineault	
258	991688	Michael	Plott	
259	988764	Cindy	Polverino	Ineligible - Statute of Limitations
260	931218	Brian	Porath	
261	985646	Jeffery	Potter	
262	22709	Steven	Powell	
263	993491	Kelly	Prestly	
264	987171	Jonathan	Prieskorn	Ineligible - Statute of Limitations
265	7474	Patricia	Putrino	
266	987114	Sonia	Ramirez	
267	991829	Patrick	Rath	
268	20664	Anindya	Ray	
269	513493	Dorothy	Raynor	
270	148400	Joan	Rees	
271	106198	Sue	Reichard	
272	996167	Mark	Reifsnyder	
273	992421	Jevon	Robertson	
274	2481	Rajvalla	Robinson	
275	23190	Eloisa	Rodriguez	
276	988623	Regina	Rosemire	
277	989306	Sherry	Ross	
278	993737	Everett	Roy	
279	993866	Fernando	Rucabado	
280	23769	Annita	Rucker	
281	837011	Mark	Russell	

282	996441	Sherri	Sampson	
283	995933	Marcelo	Saucedo	
284	22674	Mark	Scheidler	
285	197309	John	Scheppele	
286	20566	Teresa	Scherl	
287	996933	Robin	Schienle	
288	994437	Suzanne	Schmitz	
289	986894	Lloyd	Schnieders	
290	356613	Sonia	Schultz	
291	902998	Joni	Schumann	
292	931997	Tanya	Seabrooks	
293	195717	William	Selles	
294	931723	Patti	Shaffer	
295	991525	Joanna	Sharp	
296	20797	Carolyn	Sheldt	
297	988559	Jennifer	Shepherd	
298	272735	William	Shier	
299	991728	Katherine	Sidler	
300	514029	Tonya	Sims	
301	987466	Robert	Slayton	
302	988671	Eric	Smith	
303	989091	Kevin	Smith	
304	990508	Michael	Smith	
305	992492	Wendy	Smith	
306	991487	Margurite	Soria	
307	997936	Gregory	Sorrell	
308	13994	Thomas	Sorrentino	
309	985783	Christy	South	
310	282001	Melinda	Spieles	
311	997164	Steven	Staniszewski	
312	5374	Judith	Staropoli	
313	108054	Michelle	Stauffer	
314	23699	Denise	Stone	
315	16604	Timothy	Strickler	
316	992110	Janine	Sullivan	
317	987166	John	Sullivan	
318	16123	Dustin	Swigart	
319	740850	Douglas	Swinehart	
320	997228	Brita	Sype	
321	197317	Joseph	Szombati	
322	12939	David	Teska	
323	4235	Julie	Tompkins	
324	932811	Michelle	Torpisch	
325	4252	Richard	Trew	Ineligible - Statute of Limitations
326	996283	Nicholas	Tsikretsis	
327	25840	Sheri	Twohig	
328	995605	Patrick	Tyler	

329	931441	Scott	Tyler	
330	11798	Tom	Vanderwell	
331	1936	Karen	Varner	
332	989554	Lorena	Velasquez	
333	995788	Rosalba	Verdin	Ineligible - Did not work as MLO during relevant period
334	989244	Judy	Vermillion	
335	992218	Brian	Volz	
336	988493	Tamara	Von Waldner	Ineligible - Did not work as MLO during relevant period
337	77227	Julie	Vore	
338	25367	Joseph	Wallace	
339	991449	Michael	Walters	
340	15392	Glenda	Warren	
341	932936	Charles	Washington	
342	257586	Arnette	Weaver	
343	997785	Fred	Weber	
344	990803	Beverly	Wheat	
345	998938	Michael	Wheeler	
346	16470	Stephanie	Whiffen	
347	9564	Michael	Whyte	
348	987870	Brandy	Wilkins-Messner	
349	19337	Scott	Williams	
350	985543	Scott	Williams	
351	990627	Shawn	Williams	
352	26044	Dale	Winters	
353	991990	Lee	Witte	
354	932131	Randall	Wogenstahl	
355	20560	Irene	Wolf	
356	989632	Amy	Wolfram	
357	996876	Christopher	Wood	
358	989396	Tyrone	Wood	
359	987721	Lance	Worrell	Ineligible - Did not work as MLO during relevant period
360	996924	Gary	Wray	
361	991960	Renee	Wyer	

# EXHIBIT B

No.	Employee ID	First Name	Last Name
1	904506	DONNA	AMOS
2	22586	DAVID	ANDERSON
3	804068	TAMMY	ASHBY
4	25091	JEFFREY	AURAND
5	13104	Daniel	Baechle
6	282191	GREGORY	BANE
7	998768	KEVIN	BARKER
8	931491	LISA	BARRETT
9	996448	PATRICIA	BEALL
10	11783	THOMAS	BEGAM
11	930889	RONALD	BENJAMIN
12	61831	RICHARD	BERTMAN
13	103288	ALICIA	BESHARA
14	992111	JOSHUA	BEYL
15	813781	ROBERT	BLUME
16	25396	LISA	BONNER
17	10070	MICHELE	BONO
18	995678	KATHLEEN	BORNHORST
19	5267	STEPHEN	BOSTATER
20	4668	BRIAN	BOWER
21	996053	PATRICK	BRAILER
22	323459	CINDY	BURNS
23	67901	DAVID	CAINS
24	996622	MARY BETH	CALENDINE
25	5043	CYNTHIA	CARR
26	8619	IRMA	CARR
27	2735	RODNEY	CARRUTHERS
28	997495	ANTHONY	CARSON
29	997905	PAUL	CARSON
30	997045	JAMES	CARTINIAN
31	22007	THOMAS	CHANDLER
32	991825	WILLIAM	CHANNELL
33	990984	LIBBY	CHAPIN
34	76697	PAMELA	CLARK
35	360911	MICHAEL	COLE
36	5652	SUSAN	COOK
37	324603	KENNETH	COOPER
38	990113	MICHAEL	COSGROVE
39	48397	QUENTIN	COX
40	18986	ORLANDO	CRIMMEL
41	989750	CYNTHIA	CRISPEN
42	10768	TIMOTHY	CURRAN
43	858170	KENNETH	DAVIS
44	989382	ROBERT	DAWSON
45	17533	SHARON	DAZELL
46	846057	DAVID	DENECKE

47	12631	JENNIFER	DENSON
48	25026	NATHAN	DEROLPH
49	8051	ROCCO	DESTEFANIS
50	990264	FRANK	DILENSCHNEIDER
51	259952	MARK	DINARDO
52	350	RICHARD	DOMKA
53	998779	GINA	DOWNS
54	2302	JEFF	EDWARDS
55	15398	ERIC	EFOBI
56	58499	RITA	EHMANN
57	142412	CHRISTINE	ELLIOTT
58	33603	GREGORY	ELMORE
59	360866	EVAN	ESTEP
60	378273	TYSON	FANKHAUSER
61	995206	MARTIN	FAY
62	992582	LYNN	FERREN
63	60687	CHRISTOPHER	FINK
64	932185	STEVEN	FISHMAN
65	4269	THOMAS	FLORY
66	99591	KENNETH	GARBE
67	987024	IRENE	GARRETT
68	997802	BEN	GENNARELLI
69	989581	DAVID	GERHARD
70	997465	GREGG	GIELAS
71	931578	SCOTT	GILBERT
72	996910	MELANIE	GOULD
73	833002	SANDRA	GREENWALD
74	933168	STEVEN	GREENWALD
75	10249	LANCE	GREMLING
76	995959	MARY	GRIFFIN
77	8012	BRIAN	HAGEMAN
78	996190	TERRY	HALES
79	998780	JENNIFER	HALL
80	990680	KEVIN	HANNA
81	930911	SANDRA	HARRIS
82	12901	PHYLLIS	HART
83	987809	ELLEN	HARVEY
84	931706	RAYMOND	HATFIELD
85	986746	BRYCE	HENSON
86	997473	BRANDON	HOBBS
87	8404	JEANETTE	HOCKMAN
88	994894	MICHAEL	HOEGLER
89	247599	ANN	HORNSTEIN
90	930975	MATTHEW	HOWARD
91	15722	ROSARIO	INDELICATO
92	42040	SUSAN	JESTER
93	992990	CARRIE	JOHNSON

94	932274	TIMOTHY	JOHNSON
95	932007	RACHEL	JONES
96	997897	AMY	KARHOFF
97	995244	MATTHEW	KENNEDY
98	931521	TINA	KERN
99	995033	MICHAEL	KING
100	31835	MANDY	KNERR
101	10447	TRAVIS	KNIGHT
102	931945	TAMMY	KOLLER
103	993530	JOHN	KORINKO
104	988929	DAVID	KURTZ
105	996831	MICHAEL	LANG
106	1101	WILLIAM	LAVELLE JR
107	988013	ANGELA	LEEVEER
108	289609	DAWN	LOCIGNO
109	997604	SANDRA	LOCKWOOD
110	995740	CHAD	LOUGHRY
111	990065	STEPHEN	LOWE
112	986522	BRIAN	LYNCHA
113	22795	VINCENT	LYONS
114	991421	KEVIN	MAHAN
115	25217	PEGGY	MALMSBURY
116	932806	AMANDA	MARCERO
117	985569	JENNIFER	MARRATTA
118	994492	ROBERT	MARTIN
119	14371	STANLEY	MASON
120	932975	ANTHONY	MASTURZO
121	991826	DANIEL	MATHEWS
122	877320	BERTHA	MATTHEWS
123	932160	DUSTIN	MCMILLAN
124	985011	Christine	Melcher
125	8850	KIM	MILLER
126	996493	CRAIG	MINCEY
127	343441	DAWN	MONTEIRO
128	695447	PAM	MORAN
129	848618	ELSA	MUNIZ
130	23858	APRIL	MUNROE
131	990465	MARK	MYERS
132	993139	THOMAS	MYRICK
133	14870	JULIE	NELSON
134	993475	DANIELLE	NEWMAN
135	990615	EDDIE	NORMAN
136	634644	KATHLEEN	NUNLIST
137	832552	ROGER	NUNLIST
138	82014	WILLIAM	NUTT
139	20561	TERRI	OLSSON
140	944	JAMES	OWENS

141	930702	DAWN	PARKS
142	25379	LAURIE	PATTERSON
143	985712	ROGER	PEACE
144	76427	RAYMOND	PEARSALL
145	992641	DAVID	PETERS
146	996835	BRITTANY	PHILLIPS
147	993531	DONALD	POLING
148	101995	SCOTT	POLING
149	931135	JASON	PREHODICK
150	357667	DINO	RE
151	642337	THERESA	REA
152	7589	ZACH	REFFITT
153	988186	BRENDA	RIFFE
154	837919	SUSI	ROARK
155	14372	POLLY	ROBINSON
156	869531	ANDREW	ROLL
157	12868	CHELSI	ROSSMAN
158	27297	SAUNDRA	RUEN
159	932737	CLIFFORD	RUGGLES
160	395065	DOMINIC	SANZO
161	990272	DANIEL	SCHNEIDER
162	12807	JENNIE	SCOBY
163	284981	RONDA	SEGELKE
164	14390	MAXINE	SHANNON
165	984999	JUSTUS	SHARP
166	22815	JASON	SHOE
167	998025	TODD	SINDERGARD
168	856538	DIANE	SLATER
169	992633	DAVID	SNYDER
170	806987	JENNIFER	SORETTE
171	84324	NATALIE	STARK
172	102728	JASON	STENGER
173	932255	TODD	STEVENS
174	834398	BYRON	STRICKLAND
175	395479	MICHELLE	STROPES
176	987162	BRANDI	SULLIVAN
177	327564	JOSEPH	SZYMANOWSKI
178	985362	ANN	THOMAS
179	991222	SCOTT	THOMPSON
180	20348	AMY	UPTON
181	918753	CHRIS	URTI
182	990987	LAWRENCE	UTT
183	995963	ELOISA	VINSON
184	997488	BRIAN	VORDEM ESCHÉ
185	119634	GARY	WEAVER
186	73867	GARY	WEBER
187	26771	MATTHEW	WEST

188	930985	DONALD	WHITE
189	2018	DAVID	WILLIAMS
190	25918	Michelle	Witt
191	22387	RICK	WOLFER
192	932338	LAUREN	WOODROW
193	992210	MARTY	WYZLIC

# EXHIBIT C

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

<b>DUSTIN SWIGART and SONIA SCHULTZ, on behalf of themselves and others similarly situated,</b>	:	<b>Case No. 1:11-cv-00088</b>
	:	
	:	<b>Judge Timothy S. Black</b>
	:	
<b>Plaintiffs,</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>FIFTH THIRD BANK,</b>	:	
	:	
<b>Defendant.</b>	:	

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED  
MOTION FOR APPROVAL OF SECTION 216(b) SETTLEMENT AND  
FOR PRELIMINARY APPROVAL OF OHIO RULE 23 CLASS SETTLEMENT**

The above-entitled matter came before the Court on the Plaintiffs' Unopposed Motion for Approval of Section 216(b) Settlement and for Preliminary Approval of Ohio Rule 23 Class Settlement ("Motion for Preliminary Approval").

**I. Approval of Section 216(b) Settlement**

The parties' settlement agreement resolves the FLSA collective action claims of the named and opt-in Plaintiffs. The goal of the FLSA is to ensure that a covered employee receives a "fair day's pay for a fair day's work" and is "protected from the evil of overwork as well as underpay." Kritzer v. Safelite Solutions, LLC, 2012 WL 1945144, at \*5 (S.D. Ohio May 30, 2012) (quoting Barrentine v. Arkansas-Best Freight Sys., Inc., 450 U.S. 728, 739 (1981)). The Act further provides that an employer that violates the Act's requirements regarding minimum wages or overtime "shall be liable to the employee or employees affected in the amount of their unpaid minimum wages, or their unpaid overtime compensation, as the case may be, and in an additional equal amount as liquidated damages." 29 U.S.C. § 216(b). If the plaintiffs prevail,

they are also entitled to recover reasonable attorneys' fees and costs. Id. "The FLSA's provisions are mandatory and, except as otherwise provided by statute, are generally not subject to being waived, bargained, or modified by contract or by settlement." Kritzer, 2012 WL 1945144, at \*5 (citations omitted).

FLSA claims may be compromised, however, "when a court reviews and approves a settlement agreement in a private action." Id. (citing Lynn's Food Stores, Inc. v. United States, 679 F.2d 1350, 1353 (11th Cir.1982)). In such circumstances, the Court must first determine that there is a bona fide dispute between the parties as to the employer's liability under the FLSA. Id.; see also Lynn's Food Stores, 679 F.2d at 1353 n.8. The existence of a bona fide dispute under the FLSA confirms that "the parties are not, via settlement of the plaintiffs' claims, negotiating around the clear FLSA requirements of compensation for all hours worked, minimum wages, maximum hours, and overtime." Kritzer, 2012 WL 1945144, at \*5 (citations omitted).

Based upon a review of the parties' settlement agreement, and in light of the parties' motion practice related to conditional certification, class certification, and summary judgment in this matter, the Court finds that the settlement is a result of contested litigation to resolve a bona fide dispute. The Court further finds that the settlement reflects a reasonable compromise over contested issues under the FLSA, including but not limited to whether Defendant properly classified Plaintiffs as exempt and Defendant's good faith defense. Accordingly, the Court approves the parties' settlement of the named and opt-in Plaintiffs' FLSA claims.

## **II. Preliminary Approval of Ohio Rule 23 Class Settlement**

Based upon a review of the parties' settlement agreement, the Court further finds that the Parties' Settlement Agreement is preliminarily approved as fair, reasonable and adequate. The

Court confirms its prior Order certifying a class of all individuals who worked as Mortgage Loan Officers for Defendant Fifth Third Bank in the State of Ohio at any time between February 11, 2009 and January 3, 2011, appointing Nichols Kaster, PLLP as Class Counsel, and appointing Plaintiffs Dustin Swigart and Sonia Schultz as Class Representatives. Swigart v. Fifth Third Bank, 288 F.R.D. 177 (S.D. Ohio 2012). For all the reasons stated therein, the Ohio Rule 23 Class satisfies the numerosity, typicality, and adequacy of representation requirements of Rule 23(a), as well as the predominance and superiority requirements of Rule 23(b)(3).

The Court further approves of the parties' proposed Notice Regarding Pendency of Class Action, including all exhibits, and Orders the parties and the Claims Administrator to send notice no later than 21 days from the date of this Order and in all other respects pursuant to the terms of the parties' Settlement Agreement. The Court will conduct a Final Approval Hearing on \_\_\_\_\_, 201\_, at \_\_\_\_ a.m./p.m. to determine the overall fairness of the settlement and to fix the amount of attorneys' fees and costs to Class Counsel and service awards to the Class Representatives. The Final Approval Hearing may be continued without further notice to Class Members. Class Counsel shall file their motion for Final Settlement Approval and their Petition for Attorneys' Fees, Costs, and Service Awards to the Class Representatives on or before [Date Two Weeks Prior to Fairness Hearing].

### **III. Ineligible Opt-In Plaintiffs**

Finally, the Court concludes, consistent with the parties' agreement, that the following individuals who opted-in to this action are not eligible to participate in the settlement because they did not work as MLOs for Defendant within three years of the date their consent form was filed with this Court, or because they did not work for Defendant in the MLO position during the relevant period, or did work as a MLO for Defendant before January 3, 2011: Ty Alday, Kevin

Baustian, Kevin Brant, Mickey Campbell, Jeffrey Crockett, Felicia Greene, Darryl Grier, Matthew Harris, John Hildebolt, Delone Jones, Andrew Lusk, Justin Lynott, Jeffrey McDermant, Jerry Middleton, Shawn Minor, Rebecca Mitchell, Blanca Morey, Carrie Mudd, Wanda Negrin, Cindy Polverino, Jonathan Prieskorn, Keri Abed, Rita Cordova, Shane Desimone, Domenick Digaetani, Sandra Gardner, Stephen Jeselnik, Brian Landis, Timothy Lernihan, Mary Murphree, Richard Trew, Rosalba Verdin, Tamara Von Waldner, and Lance Worrell. Their claims in this case will be dismissed without prejudice upon the Court's entry of an order granting final settlement approval.

BY THE COURT,

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The Honorable Timothy S. Black  
U.S. District Court Judge

# EXHIBIT D

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

<b>DUSTIN SWIGART and SONIA SCHULTZ, on behalf of themselves and others similarly situated,</b>	:	<b>Case No. 1:11-cv-00088</b>
	:	
	:	<b>Judge Timothy S. Black</b>
	:	
<b>Plaintiffs,</b>	:	
	:	
	:	
<b>v.</b>	:	
	:	
<b>FIFTH THIRD BANK,</b>	:	
	:	
<b>Defendant.</b>	:	

**[PROPOSED] ORDER GRANTING PLAINTIFFS’  
UNOPPOSED MOTION FOR FINAL SETTLEMENT APPROVAL**

On February 11, 2011, Named Plaintiffs Dustin Swigart and Sonia Schultz filed this lawsuit against Defendant on behalf of themselves and all other similarly situated Mortgage Loan Officers (“MLOs”) to recover overtime pay that they alleged Defendant withheld in violation of the FLSA and Ohio Wage Act. On August 31, 2011, the Court granted Plaintiffs’ motion for Conditional Certification and Judicial Notice. See Swigart v. Fifth Third Bank, 2011 WL 10004934 (S.D. Ohio Aug. 31, 2011). Including the two named Plaintiffs, 361 individuals returned signed consent forms, which Plaintiffs’ Counsel filed with the Court.

Defendant filed a motion for partial summary judgment on July 18, 2011, arguing that when it classified the MLOs as exempt, it relied in good faith on a series of relevant regulatory pronouncements of the DOL, including 2004 revisions to the “white-collar” exemption regulations, and an Opinion Letter issued by the DOL on September 8, 2006, as well as the advice of counsel regarding its evaluation of the MLO position and interpretation of the relevant DOL regulations. Defendant further argued that as a legal consequence of its good-faith reliance on the DOL’s regulatory pronouncements and the advice of outside counsel, Plaintiffs could not

recover for any claim to overtime compensation under the FLSA after September 8, 2006 pursuant to 29 U.S.C. § 259. On May 7, 2012, the Court denied Defendant's motion holding that "genuine issues of material fact exist as to whether Defendant relied on and conformed to the 2006 Opinion Letter." Swigart v. Fifth Third Bank, 870 F. Supp. 2d 500, 510 (S.D. Ohio 2012).

On December 28, 2012, the Court granted Plaintiffs' motion for Rule 23 certification of their Ohio Wage Act claims, certifying a class of all persons who worked for Defendant as MLOs in the state of Ohio and were classified as exempt from statutory overtime pay requirements at any time between February 11, 2009 and January 3, 2011. See Swigart v. Fifth Third Bank, 288 F.R.D. 177 (S.D. Ohio 2012). In its Order, the Court held that the class satisfied the requirements OF Rule 23(a) (numerosity, commonality, typicality, and adequacy of representatives) and the requirements of Rule 23(b)(3) (predominance and superiority). The Court appointed Plaintiffs' Counsel, Nichols Kaster, PLLP, as Class Counsel and the two named Plaintiffs as Class Representatives. Notice was issued to the class and nine individuals returned opt-out forms. Excluding any of the FLSA opt-in Plaintiffs and the nine MLOs who opted-out, there are 215 Ohio Rule 23 Class Members.

After participating in two mediation sessions with an experienced mediator in August 2012 and May 2013, the parties reached an agreement to resolve this case. The terms of that agreement are memorialized in the parties' Settlement Agreement. Without conceding the validity of Plaintiffs' claims and without admitting liability, Defendant agreed to create a Settlement Fund of \$4,000,000 to resolve the litigation.

On \_\_\_\_\_, 2014, the Court granted Plaintiffs' Unopposed Motion for Approval of Section 216(b) Settlement and for Preliminary Approval of Ohio Rule 23 Class Settlement ("Preliminary Approval Order"). The Preliminary Approval Order (1) approved of the parties'

FLSA settlement; (2) confirmed the Court's prior certification of the Ohio Rule 23 Class, the appointment of Nichols Kaster, PLLP as Class Counsel and the two named Plaintiffs as Class Representatives; (3) approved of the parties' proposed settlement notice; (4) approved of the parties' proposed class action settlement procedure; and (5) scheduled a fairness hearing after the close of the settlement notice period.

Following the Court's Preliminary Approval Order, the parties' Settlement Administrator sent the Court-approved notice to the 327 eligible FLSA Class Members and the 193 Ohio Rule 23 Class Members on \_\_\_\_\_, 201\_. The Notice stated the total amount of the settlement, their right to reject, request exclusion from, or to object to the settlement. It further stated Class Counsel's intention to seek attorneys' fees in the amount of 33% of the total settlement amount. No FLSA Class Member rejected the settlement and no Ohio Rule 23 Class Members opted-out or objected.

On \_\_\_\_\_ 201\_, Plaintiffs filed their Motion for Final Settlement Approval and petition for Attorneys' Fees, Costs, and Class Representative Awards. Defendant did not oppose either motion. The Court held a fairness hearing on \_\_\_\_\_ 201\_.

Having considered the Motion for Final Approval, the Petition for Attorneys' Fees, Costs, and Class Representative Awards, the supporting memoranda, and the complete record in this matter, and for good cause shown, the Court Orders:

1. The Court hereby grants the Motion for Final Approval and finally approves the settlement as set forth in the Settlement Agreement under Rule 23 and the FLSA. The Court, for purposes of this Order, adopts all defined terms set forth in the Settlement Agreement. The Court finds that the settlement is fair, reasonable, adequate, and not a product of collusion. See Fed. R. Civ. P. 23(e); Kritzer v. Safelite Solutions, LLC, 2012 WL 1945144, at \*6 (S.D. Ohio

May 30, 2012) (citation omitted). The Court finds that this action satisfies the requirements of Rule 23 for settlement purposes only and further finds that the Classes have at all times been adequately represented by the Class Representatives and Class Counsel. The Notice approved by the Court was provided by First Class direct mail to the last-known address of each of the individuals identified as Class Members. In addition, follow-up efforts were made to send the Notice to those individuals whose original notices were returned as undeliverable. The Notice adequately described all of the relevant and necessary parts of the proposed Settlement, the request for incentive payments to the Named Plaintiffs, and Class Counsel's motion for an award of attorneys' fees and costs. The Court finds that the Notice given to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process concerns, and provides the Court with jurisdiction over the Class Members. The Court has concluded that the Settlement, as set forth in the Settlement Agreement executed by the parties, is fair, reasonable, and adequate under state and federal laws, including the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.* The Court finds that the uncertainty and delay of further litigation strongly supports the reasonableness and adequacy of the \$4,000,000 Settlement Amount established pursuant to the Settlement Agreement.

2. Any unclaimed funds that remain under the terms of the parties' Settlement Agreement shall be distributed to the following cy pres beneficiar(ies) designated by the parties and approved by the Court: \_\_\_\_\_.

3. The Settlement is HEREBY APPROVED in its entirety.

4. The Settlement Fund shall be dispersed in accordance with the Settlement Agreement as detailed in Plaintiffs' Unopposed Motion for Final Settlement Approval.

5. Pursuant to the Settlement Agreement, the Court approves awards in the amount of \$10,000 each to Class Representatives Dustin Swigart and Sonia Schultz.

6. Plaintiffs' application for attorneys' fees in the amount of \$\_\_\_\_\_ and litigation expenses and costs in the amount of \$\_\_\_\_\_, is hereby granted.

7. The claims of the following individuals who opted-in to this action but whom are not eligible to participate in the settlement as explained in the Court's Preliminary Approval Order are dismissed without prejudice: Ty Alday, Kevin Baustian, Kevin Brant, Mickey Campbell, Jeffrey Crockett, Felicia Greene, Darryl Grier, Matthew Harris, John Hildebolt, Delone Jones, Andrew Lusk, Justin Lynott, Jeffrey McDermid, Jerry Middleton, Shawn Minor, Rebecca Mitchell, Blanca Morey, Carrie Mudd, Wanda Negrin, Cindy Polverino, Jonathan Prieskorn, Keri Abed, Rita Cordova, Shane Desimone, Domenick Digaetani, Sandra Gardner; Stephen Jeselnik, Brian Landis, Timothy Lernihan, Mary Murphree, Richard Trew, Rosalba Verdin, Tamara Von Waldner, and Lance Worrell.

8. As provided in the Settlement Agreement, all Ohio Rule 23 Class Members who did not opt out of the Settlement have released all Ohio Rule 23 Released Claims against the Defendant Releasees as defined in the Settlement Agreement.

9. As provided in the Settlement Agreement, all Participating Claimants who properly and timely submitted Consent to Join Settlement Forms have released all Ohio Rule 23 Released Claims and all Section 216(b) Released Claims against the Defendant Releasees as defined in the Settlement Agreement.

10. This case is hereby DISMISSED WITH PREJUDICE, with each party to bear his, her, or its own costs, except as set forth herein, and with this Court retaining exclusive

jurisdiction to enforce the Stipulation and Settlement Agreement, including over disbursement of the Settlement Amount.

11. The Court hereby enters Judgment approving the terms of the Settlement. This Order shall constitute a Final Judgment for purposes of Fed. R. Civ. P. 58.

BY THE COURT,

---

The Honorable Timothy S. Black  
U.S. District Court Judge

# EXHIBIT E

No.	Employee ID	First Name	Last Name	Backpay	Liquidated Damages	Settlement Allocation	Class Representative Award	Total Settlement Amount
1	18005	David	Ackermann	\$351.85	\$351.84	\$703.69		\$703.69
2	986592	Robert	Ahlfeld	\$5,990.69	\$5,990.68	\$11,981.37		\$11,981.37
3	20738	Toufiq	Ahmed	\$9,930.11	\$9,930.10	\$19,860.21		\$19,860.21
4	850742	Linda	Aivalotis	\$2,038.04	\$2,038.03	\$4,076.07		\$4,076.07
5	990634	Phillip	Aldrete	\$4,201.85	\$4,201.84	\$8,403.69		\$8,403.69
6	996538	Dan	Alerte	\$638.28	\$638.27	\$1,276.55		\$1,276.55
7	991184	Mark	Alexander	\$2,368.17	\$2,368.17	\$4,736.34		\$4,736.34
8	930596	Robert	Andrews	\$250.00	\$250.00	\$500.00		\$500.00
9	995423	Charles	Anway	\$2,594.41	\$2,594.41	\$5,188.82		\$5,188.82
10	997370	Luis	Aparicio	\$2,050.56	\$2,050.55	\$4,101.11		\$4,101.11
11	988046	Ricardo	Arambula	\$1,980.37	\$1,980.37	\$3,960.74		\$3,960.74
12	20967	Karen	Armstrong	\$1,410.57	\$1,410.57	\$2,821.14		\$2,821.14
13	23680	James	Artwell	\$3,408.71	\$3,408.70	\$6,817.41		\$6,817.41
14	264065	Daniel	Autenrieb	\$3,462.39	\$3,462.39	\$6,924.78		\$6,924.78
15	987606	Christopher	Bailey	\$777.67	\$777.67	\$1,555.34		\$1,555.34
16	992977	Richard	Bailey	\$1,621.16	\$1,621.15	\$3,242.31		\$3,242.31
17	24442	Kathy	Ballard	\$7,022.46	\$7,022.45	\$14,044.91		\$14,044.91
18	987169	Charles "Lee"	Barroll	\$1,664.85	\$1,664.85	\$3,329.70		\$3,329.70
19	990035	Eric	Bastian	\$4,866.72	\$4,866.71	\$9,733.43		\$9,733.43
20	14322	Nathan	Bay	\$250.00	\$250.00	\$500.00		\$500.00
21	930707	Ronald	Bayless	\$540.94	\$540.94	\$1,081.88		\$1,081.88
22	994551	Michael	Becton	\$2,183.63	\$2,183.62	\$4,367.25		\$4,367.25
23	997605	Mauricio	Benavente	\$631.11	\$631.11	\$1,262.22		\$1,262.22
24	195418	John	Berghorst	\$6,108.59	\$6,108.58	\$12,217.17		\$12,217.17
25	931453	Angelo	Bermudez	\$297.51	\$297.51	\$595.02		\$595.02
26	991573	William	Bertram	\$2,725.62	\$2,725.62	\$5,451.24		\$5,451.24
27	311861	Karen	Beyer	\$7,163.53	\$7,163.52	\$14,327.05		\$14,327.05
28	997213	Melissa	Binns	\$250.00	\$250.00	\$500.00		\$500.00
29	11941	Carl	Boersen	\$5,195.69	\$5,195.69	\$10,391.38		\$10,391.38
30	12487	Stephen	Bogle	\$973.84	\$973.84	\$1,947.68		\$1,947.68
31	989773	Jerold	Borman	\$606.94	\$606.93	\$1,213.87		\$1,213.87

32	23705	David	Borys	\$1,350.64	\$1,350.64	\$2,701.28		\$2,701.28
33	991335	Gary	Brandenburg	\$3,457.76	\$3,457.75	\$6,915.51		\$6,915.51
34	299700	Phillip	Brechtling	\$3,599.55	\$3,599.54	\$7,199.09		\$7,199.09
35	21638	Patricia	Brown	\$2,473.58	\$2,473.58	\$4,947.16		\$4,947.16
36	994485	Christopher	Brunton	\$2,712.13	\$2,712.13	\$5,424.26		\$5,424.26
37	990931	Reed	Brunzell	\$5,218.66	\$5,218.66	\$10,437.32		\$10,437.32
38	986871	Paul	Burch	\$468.76	\$468.76	\$937.52		\$937.52
39	20937	Robert	Burke	\$1,940.43	\$1,940.42	\$3,880.85		\$3,880.85
40	996284	Chris	Caldwell	\$950.35	\$950.34	\$1,900.69		\$1,900.69
41	24392	Rosie	Cano-Hurtado	\$365.60	\$365.59	\$731.19		\$731.19
42	24438	Leah	Carroll (Morgan)	\$4,290.75	\$4,290.74	\$8,581.49		\$8,581.49
43	195864	Daniel	Carter	\$2,360.18	\$2,360.17	\$4,720.35		\$4,720.35
44	18174	Patricia	Cary	\$7,640.94	\$7,640.94	\$15,281.88		\$15,281.88
45	931291	Diane	Castaldi	\$250.00	\$250.00	\$500.00		\$500.00
46	22255	Michele	Cermak	\$2,678.18	\$2,678.18	\$5,356.36		\$5,356.36
47	998982	Jonathan	Cherry	\$250.00	\$250.00	\$500.00		\$500.00
48	996414	Matthew	Clark	\$1,015.26	\$1,015.25	\$2,030.51		\$2,030.51
49	989934	Anthony	Clevenger	\$778.64	\$778.64	\$1,557.28		\$1,557.28
50	996594	Jerome	Cobbe	\$250.00	\$250.00	\$500.00		\$500.00
51	996320	Darren	Cochran	\$482.37	\$482.37	\$964.74		\$964.74
52	989983	Debra	Cochran	\$3,140.76	\$3,140.76	\$6,281.52		\$6,281.52
53	989948	Andrea	Cohen	\$2,986.99	\$2,986.98	\$5,973.97		\$5,973.97
54	773652	Jennifer	Cohn	\$6,359.45	\$6,359.44	\$12,718.89		\$12,718.89
55	990570	Lisa	Coker	\$2,940.81	\$2,940.80	\$5,881.61		\$5,881.61
56	146923	Raymond	Conley	\$1,178.79	\$1,178.78	\$2,357.57		\$2,357.57
57	997796	Claude	Connor	\$1,207.91	\$1,207.91	\$2,415.82		\$2,415.82
58	21463	Tom	Conway	\$11,447.32	\$11,447.31	\$22,894.63		\$22,894.63
59	513164	Kim	Cook	\$7,973.98	\$7,973.98	\$15,947.96		\$15,947.96
60	357861	Timothy	Craft	\$5,379.12	\$5,379.12	\$10,758.24		\$10,758.24
61	113031	Adrienne	Crawford	\$4,873.02	\$4,873.02	\$9,746.04		\$9,746.04
62	25365	Vicki	Cross	\$250.00	\$250.00	\$500.00		\$500.00
63	930883	Steven	Crupper	\$808.86	\$808.85	\$1,617.71		\$1,617.71
64	16175	Sherry	Cuccinelli	\$792.45	\$792.45	\$1,584.90		\$1,584.90
65	22540	Yvonne	Cummings	\$250.00	\$250.00	\$500.00		\$500.00

66	984975	Cameron	Cunningham	\$2,900.04	\$2,900.04	\$5,800.08		\$5,800.08
67	514069	Douglas	Cupp	\$2,159.62	\$2,159.61	\$4,319.23		\$4,319.23
68	16578	Charles	Cybulski	\$3,348.44	\$3,348.44	\$6,696.88		\$6,696.88
69	995018	Stephen	Daniel	\$625.70	\$625.70	\$1,251.40		\$1,251.40
70	989263	Christopher	Davis	\$3,871.10	\$3,871.10	\$7,742.20		\$7,742.20
71	991637	Susan	Davis	\$1,179.08	\$1,179.08	\$2,358.16		\$2,358.16
72	7812	Michelle	Degroote	\$3,624.00	\$3,623.99	\$7,247.99		\$7,247.99
73	997445	Sabrina	Deramus	\$656.02	\$656.02	\$1,312.04		\$1,312.04
74	386898	Bruce	Derby	\$3,238.64	\$3,238.64	\$6,477.28		\$6,477.28
75	930562	Ben	Diaz	\$534.70	\$534.69	\$1,069.39		\$1,069.39
76	992983	George	Dietrich	\$4,140.77	\$4,140.77	\$8,281.54		\$8,281.54
77	996590	Paul	Digirolamo	\$856.67	\$856.67	\$1,713.34		\$1,713.34
78	988875	Amelia	Doll	\$5,232.25	\$5,232.25	\$10,464.50		\$10,464.50
79	11656	Cheryl	Ebert	\$3,130.14	\$3,130.14	\$6,260.28		\$6,260.28
80	513744	Travis	Edwards	\$4,660.75	\$4,660.75	\$9,321.50		\$9,321.50
81	995880	David	Elster	\$1,016.99	\$1,016.98	\$2,033.97		\$2,033.97
82	1844	Jamie	Engstrom	\$2,411.58	\$2,411.58	\$4,823.16		\$4,823.16
83	121320	Kathy	Eriks	\$5,027.11	\$5,027.11	\$10,054.22		\$10,054.22
84	998642	Jonathan	Evans	\$1,414.79	\$1,414.79	\$2,829.58		\$2,829.58
85	994295	Mark	Fairbanks	\$669.31	\$669.31	\$1,338.62		\$1,338.62
86	998799	Joseph	Fanara	\$1,329.47	\$1,329.46	\$2,658.93		\$2,658.93
87	91	Karyn	Fish	\$319.73	\$319.73	\$639.46		\$639.46
88	26150	Charles	Fleming	\$277.33	\$277.32	\$554.65		\$554.65
89	24384	Gregory	Flores	\$5,071.50	\$5,071.49	\$10,142.99		\$10,142.99
90	989543	Jorge	Flores	\$2,068.70	\$2,068.69	\$4,137.39		\$4,137.39
91	21291	David	Fry	\$5,805.53	\$5,805.53	\$11,611.06		\$11,611.06
92	991214	Karen	Frye	\$1,840.14	\$1,840.13	\$3,680.27		\$3,680.27
93	193834	Nancy	Fuston	\$5,784.24	\$5,784.24	\$11,568.48		\$11,568.48
94	412013	Susan	Galbreath	\$5,466.94	\$5,466.94	\$10,933.88		\$10,933.88
95	988471	Connie	Gallegos	\$4,229.49	\$4,229.48	\$8,458.97		\$8,458.97
96	16375	Ray	Gantt	\$680.49	\$680.48	\$1,360.97		\$1,360.97
97	987128	Patrick	Garrett	\$281.05	\$281.05	\$562.10		\$562.10
98	989270	James	Garrison	\$658.19	\$658.19	\$1,316.38		\$1,316.38
99	991531	Jodi	Getz	\$1,277.07	\$1,277.07	\$2,554.14		\$2,554.14

100	17649	Tom	Giusti	\$250.00	\$250.00	\$500.00		\$500.00
101	989736	Patrick	Glanzman	\$5,323.94	\$5,323.93	\$10,647.87		\$10,647.87
102	33638	Kim	Gordon	\$2,626.40	\$2,626.39	\$5,252.79		\$5,252.79
103	858621	Robert	Gottschlich	\$764.88	\$764.87	\$1,529.75		\$1,529.75
104	303611	Aimee	Green	\$5,226.65	\$5,226.64	\$10,453.29		\$10,453.29
105	991565	David	Greer	\$2,041.98	\$2,041.98	\$4,083.96		\$4,083.96
106	12199	Stephanie	Griffin	\$3,244.06	\$3,244.06	\$6,488.12		\$6,488.12
107	9062	James	Griffith	\$1,901.47	\$1,901.47	\$3,802.94		\$3,802.94
108	352161	Patrick	Grundish	\$4,726.05	\$4,726.05	\$9,452.10		\$9,452.10
109	987327	Dianna	Haines	\$2,626.90	\$2,626.89	\$5,253.79		\$5,253.79
110	986922	Gary	Hall	\$5,896.12	\$5,896.11	\$11,792.23		\$11,792.23
111	990748	Sonya	Hall	\$3,593.28	\$3,593.27	\$7,186.55		\$7,186.55
112	985223	Linda	Haller	\$250.00	\$250.00	\$500.00		\$500.00
113	996596	Steven	Hallett	\$321.58	\$321.58	\$643.16		\$643.16
114	24944	Robert	Hallman	\$1,745.17	\$1,745.16	\$3,490.33		\$3,490.33
115	12148	Cheryl	Hamilton	\$4,926.95	\$4,926.95	\$9,853.90		\$9,853.90
116	97	Jami	Hamilton	\$4,279.28	\$4,279.27	\$8,558.55		\$8,558.55
117	993131	John	Hammons	\$1,723.57	\$1,723.56	\$3,447.13		\$3,447.13
118	989994	Linda	Hanba	\$3,715.21	\$3,715.20	\$7,430.41		\$7,430.41
119	989081	Matthew	Harma	\$2,921.15	\$2,921.15	\$5,842.30		\$5,842.30
120	997299	Judy	Hartz	\$1,112.95	\$1,112.95	\$2,225.90		\$2,225.90
121	997272	Jeff	Hatch	\$1,553.59	\$1,553.59	\$3,107.18		\$3,107.18
122	992538	Marcus	Haulenbeek	\$6,455.59	\$6,455.59	\$12,911.18		\$12,911.18
123	989854	Dianna	Hay	\$1,568.82	\$1,568.82	\$3,137.64		\$3,137.64
124	127781	Jack	Hayzlett	\$3,611.45	\$3,611.45	\$7,222.90		\$7,222.90
125	512996	Charles	Heinbach	\$7,566.32	\$7,566.31	\$15,132.63		\$15,132.63
126	2890	Ceola	Helm	\$919.60	\$919.59	\$1,839.19		\$1,839.19
127	986136	Robert	Henery	\$4,744.65	\$4,744.65	\$9,489.30		\$9,489.30
128	26267	Emily	Henson	\$250.00	\$250.00	\$500.00		\$500.00
129	997567	Alyssa	Hicks	\$250.00	\$250.00	\$500.00		\$500.00
130	990417	Joseph	Hill	\$2,192.53	\$2,192.53	\$4,385.06		\$4,385.06
131	20210	Deborah	Hodge	\$6,579.58	\$6,579.57	\$13,159.15		\$13,159.15
132	985370	Suzanne	Hogge	\$815.16	\$815.16	\$1,630.32		\$1,630.32
133	997283	Mark	Hood	\$1,262.82	\$1,262.82	\$2,525.64		\$2,525.64

134	987201	Michael	Hopson	\$394.76	\$394.75	\$789.51		\$789.51
135	20969	Mark	Huddleson	\$1,976.42	\$1,976.41	\$3,952.83		\$3,952.83
136	990660	Paige	Hughes	\$2,058.57	\$2,058.57	\$4,117.14		\$4,117.14
137	8026	Robyn	Hughes	\$3,158.69	\$3,158.69	\$6,317.38		\$6,317.38
138	992885	Kenra	Humble	\$1,007.42	\$1,007.41	\$2,014.83		\$2,014.83
139	25049	James	Hunter	\$2,071.83	\$2,071.82	\$4,143.65		\$4,143.65
140	17923	Sharon	Hurd	\$2,445.04	\$2,445.03	\$4,890.07		\$4,890.07
141	997463	Patrick	Hurley	\$250.00	\$250.00	\$500.00		\$500.00
142	25791	Deborah	Hyde	\$3,542.08	\$3,542.08	\$7,084.16		\$7,084.16
143	996161	John	Imburgia	\$337.66	\$337.65	\$675.31		\$675.31
144	931450	Joseph	Jimenez	\$1,781.05	\$1,781.04	\$3,562.09		\$3,562.09
145	990437	Cedric	Johnson	\$2,802.35	\$2,802.34	\$5,604.69		\$5,604.69
146	996048	David	Johnson	\$972.72	\$972.72	\$1,945.44		\$1,945.44
147	513890	Gregory	Johnson	\$4,545.40	\$4,545.39	\$9,090.79		\$9,090.79
148	997468	Mark	Johnson	\$847.94	\$847.94	\$1,695.88		\$1,695.88
149	351943	Maurice	Johnson	\$2,118.28	\$2,118.27	\$4,236.55		\$4,236.55
150	991239	Scott	Johnson	\$1,670.30	\$1,670.29	\$3,340.59		\$3,340.59
151	998021	Bradley	Jones	\$789.37	\$789.37	\$1,578.74		\$1,578.74
152	23185	Crystal	Joseph	\$2,510.48	\$2,510.47	\$5,020.95		\$5,020.95
153	25989	Robert	Judd	\$290.25	\$290.25	\$580.50		\$580.50
154	995752	Robert	Kach	\$1,550.75	\$1,550.74	\$3,101.49		\$3,101.49
155	11305	Julie	Kelly-Jones	\$4,951.10	\$4,951.10	\$9,902.20		\$9,902.20
156	994402	Erin	King	\$636.21	\$636.20	\$1,272.41		\$1,272.41
157	989497	Tammi	Kopec	\$369.43	\$369.43	\$738.86		\$738.86
158	989552	Randy	Kopf	\$250.00	\$250.00	\$500.00		\$500.00
159	22010	Richard	Kopystynsky	\$250.00	\$250.00	\$500.00		\$500.00
160	990762	Arnold	Kotowsky	\$4,855.42	\$4,855.41	\$9,710.83		\$9,710.83
161	13342	Sharlene	LaClair-Chick	\$864.95	\$864.94	\$1,729.89		\$1,729.89
162	998465	Paul	Lang	\$250.00	\$250.00	\$500.00		\$500.00
163	988791	Leo	Lara	\$250.00	\$250.00	\$500.00		\$500.00
164	991216	John	Lasch	\$2,282.18	\$2,282.17	\$4,564.35		\$4,564.35
165	993745	Lynda	Lawless	\$1,053.18	\$1,053.17	\$2,106.35		\$2,106.35
166	991526	Kimberly	Lawrence	\$1,662.47	\$1,662.47	\$3,324.94		\$3,324.94
167	2343	Glenn	Lay Jr	\$2,616.76	\$2,616.75	\$5,233.51		\$5,233.51

168	984744	Christina	Ledesma	\$1,895.36	\$1,895.35	\$3,790.71		\$3,790.71
169	17803	Richard	Lenzer	\$1,552.46	\$1,552.46	\$3,104.92		\$3,104.92
170	17066	Christine	Leopard	\$2,708.58	\$2,708.58	\$5,417.16		\$5,417.16
171	997801	Nancy	Levine	\$250.00	\$250.00	\$500.00		\$500.00
172	985841	Bruce	Lively	\$2,785.12	\$2,785.12	\$5,570.24		\$5,570.24
173	7446	Annette	Lovelady	\$6,723.89	\$6,723.88	\$13,447.77		\$13,447.77
174	25702	Jean	Lovergine	\$9,223.08	\$9,223.08	\$18,446.16		\$18,446.16
175	514019	Gloria	Lozano	\$250.00	\$250.00	\$500.00		\$500.00
176	931505	Neri	Lugo	\$836.11	\$836.10	\$1,672.21		\$1,672.21
177	988414	Salvatore	Magnetico	\$3,907.47	\$3,907.46	\$7,814.93		\$7,814.93
178	990278	Timothy	Malpassi	\$2,966.79	\$2,966.78	\$5,933.57		\$5,933.57
179	997654	Danielle	Mann	\$949.95	\$949.95	\$1,899.90		\$1,899.90
180	19934	Paul	Marchio	\$2,446.46	\$2,446.45	\$4,892.91		\$4,892.91
181	996568	David	Matters	\$897.59	\$897.58	\$1,795.17		\$1,795.17
182	119319	Nick	Maxwell	\$10,388.29	\$10,388.28	\$20,776.57		\$20,776.57
183	997309	Edward	Mcclendon	\$927.19	\$927.19	\$1,854.38		\$1,854.38
184	75686	Robert	McKearin	\$3,394.10	\$3,394.09	\$6,788.19		\$6,788.19
185	25229	Lee	McLaughlin	\$528.78	\$528.77	\$1,057.55		\$1,057.55
186	25235	Troy	McMahan	\$3,387.14	\$3,387.13	\$6,774.27		\$6,774.27
187	932277	Sean	Mcmanamon	\$250.00	\$250.00	\$500.00		\$500.00
188	991078	Thomas	McNamara	\$1,533.40	\$1,533.39	\$3,066.79		\$3,066.79
189	385262	Kevin	Meier	\$2,195.02	\$2,195.01	\$4,390.03		\$4,390.03
190	194521	Richard	Meisinger	\$5,870.86	\$5,870.86	\$11,741.72		\$11,741.72
191	998430	Laurence	Metzler	\$639.24	\$639.23	\$1,278.47		\$1,278.47
192	25665	Greg	Miller	\$250.00	\$250.00	\$500.00		\$500.00
193	995609	Bruce	Million	\$2,076.96	\$2,076.95	\$4,153.91		\$4,153.91
194	932079	S. Kyle	Mitter	\$1,274.35	\$1,274.35	\$2,548.70		\$2,548.70
195	193721	Mark	Mohr	\$7,021.56	\$7,021.55	\$14,043.11		\$14,043.11
196	5417	Heather	Montgomery	\$6,638.03	\$6,638.02	\$13,276.05		\$13,276.05
197	990015	Angelo	Mora	\$653.75	\$653.74	\$1,307.49		\$1,307.49
198	931142	Israel	Morales	\$250.00	\$250.00	\$500.00		\$500.00
199	988775	Ramon	Moreno	\$4,551.12	\$4,551.11	\$9,102.23		\$9,102.23
200	990847	Michael	Mullen	\$4,634.68	\$4,634.67	\$9,269.35		\$9,269.35
201	17552	Myron	Murphy	\$4,057.09	\$4,057.08	\$8,114.17		\$8,114.17

202	196672	Dianne	Nance	\$2,397.68	\$2,397.67	\$4,795.35		\$4,795.35
203	22553	Richard	Nicholls	\$1,665.51	\$1,665.51	\$3,331.02		\$3,331.02
204	996889	John	Noh	\$356.21	\$356.20	\$712.41		\$712.41
205	997744	Daniel	Nolan	\$250.00	\$250.00	\$500.00		\$500.00
206	996636	Christopher	Norris	\$2,018.63	\$2,018.62	\$4,037.25		\$4,037.25
207	86609	Monica	Notestine	\$2,861.30	\$2,861.29	\$5,722.59		\$5,722.59
208	991998	Susan	Novak	\$2,464.10	\$2,464.10	\$4,928.20		\$4,928.20
209	991524	Glendon	Oates	\$2,628.12	\$2,628.11	\$5,256.23		\$5,256.23
210	990871	Christopher	Obrycki	\$2,016.97	\$2,016.96	\$4,033.93		\$4,033.93
211	992242	Mark	Olsen	\$1,830.14	\$1,830.13	\$3,660.27		\$3,660.27
212	363610	James	Osborn	\$2,570.59	\$2,570.59	\$5,141.18		\$5,141.18
213	995794	Maureen	O'Toole	\$250.00	\$250.00	\$500.00		\$500.00
214	194554	Gary	Owen	\$5,612.05	\$5,612.04	\$11,224.09		\$11,224.09
215	998522	Jonathan	Padial	\$1,140.08	\$1,140.07	\$2,280.15		\$2,280.15
216	991365	Robin	Palmer	\$4,117.68	\$4,117.67	\$8,235.35		\$8,235.35
217	991289	Maciej ("Mike)	Panczyk	\$3,997.37	\$3,997.36	\$7,994.73		\$7,994.73
218	998266	Eduardo	Paras	\$1,745.79	\$1,745.79	\$3,491.58		\$3,491.58
219	991065	Scot	Pataky	\$1,942.99	\$1,942.99	\$3,885.98		\$3,885.98
220	208101	Terrie	Pearman	\$2,383.66	\$2,383.65	\$4,767.31		\$4,767.31
221	22128	Charles	Pearson	\$3,014.73	\$3,014.73	\$6,029.46		\$6,029.46
222	513416	Jane	Peeler	\$304.80	\$304.80	\$609.60		\$609.60
223	997193	James	Pesek	\$1,524.70	\$1,524.70	\$3,049.40		\$3,049.40
224	988908	John	Peters	\$1,741.05	\$1,741.05	\$3,482.10		\$3,482.10
225	195901	Thomas	Peterson	\$1,636.56	\$1,636.55	\$3,273.11		\$3,273.11
226	985352	Lance	Petway	\$1,530.33	\$1,530.33	\$3,060.66		\$3,060.66
227	18147	Amanda	Pietoso	\$2,945.19	\$2,945.18	\$5,890.37		\$5,890.37
228	998250	Jennifer	Pike	\$250.00	\$250.00	\$500.00		\$500.00
229	986920	Beverly	Pineault	\$382.74	\$382.74	\$765.48		\$765.48
230	991688	Michael	Plott	\$304.77	\$304.76	\$609.53		\$609.53
231	931218	Brian	Porath	\$250.00	\$250.00	\$500.00		\$500.00
232	985646	Jeffery	Potter	\$7,868.14	\$7,868.13	\$15,736.27		\$15,736.27
233	22709	Steven	Powell	\$2,428.84	\$2,428.84	\$4,857.68		\$4,857.68
234	993491	Kelly	Prestly	\$1,185.93	\$1,185.93	\$2,371.86		\$2,371.86
235	7474	Patricia	Putrino	\$1,580.81	\$1,580.81	\$3,161.62		\$3,161.62

236	987114	Sonia	Ramirez	\$338.37	\$338.36	\$676.73		\$676.73
237	991829	Patrick	Rath	\$1,435.22	\$1,435.22	\$2,870.44		\$2,870.44
238	20664	Anindya	Ray	\$836.23	\$836.22	\$1,672.45		\$1,672.45
239	513493	Dorothy	Raynor	\$272.24	\$272.23	\$544.47		\$544.47
240	148400	Joan	Rees	\$1,838.55	\$1,838.55	\$3,677.10		\$3,677.10
241	106198	Sue	Reichard	\$12,852.68	\$12,852.68	\$25,705.36		\$25,705.36
242	996167	Mark	Reifsnyder	\$626.16	\$626.15	\$1,252.31		\$1,252.31
243	992421	Jevon	Robertson	\$2,095.88	\$2,095.88	\$4,191.76		\$4,191.76
244	2481	Rajvalla	Robinson	\$3,430.69	\$3,430.69	\$6,861.38		\$6,861.38
245	23190	Eloisa	Rodriguez	\$4,099.46	\$4,099.45	\$8,198.91		\$8,198.91
246	988623	Regina	Rosemire	\$1,435.96	\$1,435.95	\$2,871.91		\$2,871.91
247	989306	Sherry	Ross	\$710.20	\$710.20	\$1,420.40		\$1,420.40
248	993737	Everett	Roy	\$1,130.72	\$1,130.72	\$2,261.44		\$2,261.44
249	993866	Fernando	Rucabado	\$2,253.41	\$2,253.40	\$4,506.81		\$4,506.81
250	23769	Annita	Rucker	\$469.26	\$469.25	\$938.51		\$938.51
251	837011	Mark	Russell	\$1,529.31	\$1,529.30	\$3,058.61		\$3,058.61
252	996441	Sherri	Sampson	\$462.33	\$462.32	\$924.65		\$924.65
253	995933	Marcelo	Saucedo	\$399.44	\$399.43	\$798.87		\$798.87
254	22674	Mark	Scheidler	\$250.00	\$250.00	\$500.00		\$500.00
255	197309	John	Scheppele	\$4,965.72	\$4,965.72	\$9,931.44		\$9,931.44
256	20566	Teresa	Scherl	\$3,357.34	\$3,357.34	\$6,714.68		\$6,714.68
257	996933	Robin	Schienze	\$887.05	\$887.04	\$1,774.09		\$1,774.09
258	994437	Suzanne	Schmitz	\$1,747.45	\$1,747.44	\$3,494.89		\$3,494.89
259	986894	Lloyd	Schnieders	\$1,165.10	\$1,165.09	\$2,330.19		\$2,330.19
260	356613	Sonia	Schultz	\$10,768.67	\$10,768.67	\$21,537.34	\$10,000.00	\$31,537.34
261	902998	Joni	Schumann	\$3,661.88	\$3,661.87	\$7,323.75		\$7,323.75
262	931997	Tanya	Seabrooks	\$250.00	\$250.00	\$500.00		\$500.00
263	195717	William	Selles	\$2,041.90	\$2,041.90	\$4,083.80		\$4,083.80
264	931723	Patti	Shaffer	\$385.90	\$385.89	\$771.79		\$771.79
265	991525	Joanna	Sharp	\$2,038.26	\$2,038.26	\$4,076.52		\$4,076.52
266	20797	Carolyn	Sheldt	\$250.00	\$250.00	\$500.00		\$500.00
267	988559	Jennifer	Shepherd	\$3,651.70	\$3,651.70	\$7,303.40		\$7,303.40
268	272735	William	Shier	\$653.53	\$653.53	\$1,307.06		\$1,307.06
269	991728	Katherine	Sidler	\$3,398.03	\$3,398.03	\$6,796.06		\$6,796.06

270	514029	Tonya	Sims	\$401.62	\$401.61	\$803.23		\$803.23
271	987466	Robert	Slayton	\$1,519.01	\$1,519.00	\$3,038.01		\$3,038.01
272	988671	Eric	Smith	\$2,586.14	\$2,586.14	\$5,172.28		\$5,172.28
273	989091	Kevin	Smith	\$3,412.74	\$3,412.74	\$6,825.48		\$6,825.48
274	990508	Michael	Smith	\$3,375.43	\$3,375.43	\$6,750.86		\$6,750.86
275	992492	Wendy	Smith	\$2,260.41	\$2,260.40	\$4,520.81		\$4,520.81
276	991487	Margurite	Soria	\$1,532.56	\$1,532.55	\$3,065.11		\$3,065.11
277	997936	Gregory	Sorrell	\$1,575.36	\$1,575.35	\$3,150.71		\$3,150.71
278	13994	Thomas	Sorrentino	\$470.25	\$470.24	\$940.49		\$940.49
279	985783	Christy	South	\$3,342.12	\$3,342.12	\$6,684.24		\$6,684.24
280	282001	Melinda	Spieles	\$836.22	\$836.21	\$1,672.43		\$1,672.43
281	997164	Steven	Staniszewski	\$250.00	\$250.00	\$500.00		\$500.00
282	5374	Judith	Staropoli	\$250.00	\$250.00	\$500.00		\$500.00
283	108054	Michelle	Stauffer	\$3,714.43	\$3,714.42	\$7,428.85		\$7,428.85
284	23699	Denise	Stone	\$2,880.30	\$2,880.30	\$5,760.60		\$5,760.60
285	16604	Timothy	Strickler	\$5,590.26	\$5,590.26	\$11,180.52		\$11,180.52
286	992110	Janine	Sullivan	\$3,776.70	\$3,776.70	\$7,553.40		\$7,553.40
287	987166	John	Sullivan	\$4,411.44	\$4,411.43	\$8,822.87		\$8,822.87
288	16123	Dustin	Swigart	\$8,752.05	\$8,752.04	\$17,504.09	\$10,000.00	\$27,504.09
289	740850	Douglas	Swinehart	\$1,844.06	\$1,844.06	\$3,688.12		\$3,688.12
290	997228	Brita	Sype	\$1,410.46	\$1,410.45	\$2,820.91		\$2,820.91
291	197317	Joseph	Szombati	\$5,379.42	\$5,379.42	\$10,758.84		\$10,758.84
292	12939	David	Teska	\$2,953.47	\$2,953.47	\$5,906.94		\$5,906.94
293	4235	Julie	Tompkins	\$1,295.86	\$1,295.86	\$2,591.72		\$2,591.72
294	932811	Michelle	Torpisch	\$250.00	\$250.00	\$500.00		\$500.00
295	996283	Nicholas	Tsikretsis	\$482.37	\$482.37	\$964.74		\$964.74
296	25840	Sheri	Twohig	\$819.38	\$819.38	\$1,638.76		\$1,638.76
297	995605	Patrick	Tyler	\$756.53	\$756.53	\$1,513.06		\$1,513.06
298	931441	Scott	Tyler	\$250.00	\$250.00	\$500.00		\$500.00
299	11798	Tom	Vanderwell	\$10,263.01	\$10,263.01	\$20,526.02		\$20,526.02
300	1936	Karen	Varner	\$2,975.57	\$2,975.57	\$5,951.14		\$5,951.14
301	989554	Lorena	Velasquez	\$321.29	\$321.28	\$642.57		\$642.57
302	989244	Judy	Vermillion	\$2,643.59	\$2,643.58	\$5,287.17		\$5,287.17
303	992218	Brian	Volz	\$3,388.46	\$3,388.45	\$6,776.91		\$6,776.91

304	77227	Julie	Vore	\$7,105.36	\$7,105.35	\$14,210.71		\$14,210.71
305	25367	Joseph	Wallace	\$250.00	\$250.00	\$500.00		\$500.00
306	991449	Michael	Walters	\$3,389.60	\$3,389.60	\$6,779.20		\$6,779.20
307	15392	Glenda	Warren	\$3,733.03	\$3,733.02	\$7,466.05		\$7,466.05
308	932936	Charles	Washington	\$250.00	\$250.00	\$500.00		\$500.00
309	257586	Arnette	Weaver	\$250.00	\$250.00	\$500.00		\$500.00
310	997785	Fred	Weber	\$250.00	\$250.00	\$500.00		\$500.00
311	990803	Beverly	Wheat	\$1,120.95	\$1,120.94	\$2,241.89		\$2,241.89
312	998938	Michael	Wheeler	\$250.00	\$250.00	\$500.00		\$500.00
313	16470	Stephanie	Whiffen	\$426.76	\$426.75	\$853.51		\$853.51
314	9564	Michael	Whyte	\$6,478.31	\$6,478.31	\$12,956.62		\$12,956.62
315	987870	Brandy	Wilkins-Messner	\$967.08	\$967.08	\$1,934.16		\$1,934.16
316	19337	Scott	Williams	\$2,048.57	\$2,048.57	\$4,097.14		\$4,097.14
317	985543	Scott	Williams	\$2,425.79	\$2,425.78	\$4,851.57		\$4,851.57
318	990627	Shawn	Williams	\$2,884.69	\$2,884.69	\$5,769.38		\$5,769.38
319	26044	Dale	Winters	\$3,756.62	\$3,756.61	\$7,513.23		\$7,513.23
320	991990	Lee	Witte	\$10,647.18	\$10,647.18	\$21,294.36		\$21,294.36
321	932131	Randall	Wogenstahl	\$382.60	\$382.60	\$765.20		\$765.20
322	20560	Irene	Wolf	\$682.33	\$682.33	\$1,364.66		\$1,364.66
323	989632	Amy	Wolfram	\$690.85	\$690.84	\$1,381.69		\$1,381.69
324	996876	Christopher	Wood	\$2,790.61	\$2,790.61	\$5,581.22		\$5,581.22
325	989396	Tyrone	Wood	\$1,708.76	\$1,708.76	\$3,417.52		\$3,417.52
326	996924	Gary	Wray	\$2,196.80	\$2,196.80	\$4,393.60		\$4,393.60
327	991960	Renee	Wylar	\$3,118.40	\$3,118.39	\$6,236.79		\$6,236.79

# EXHIBIT F

No.	Employee ID	First Name	Last Name	Backpay	Liquidated Damages	Settlement Allocation
1	904506	DONNA	AMOS	\$4,429.44	\$4,429.43	\$8,858.87
2	22586	DAVID	ANDERSON	\$2,459.94	\$2,459.94	\$4,919.88
3	804068	TAMMY	ASHBY	\$1,893.96	\$1,893.95	\$3,787.91
4	25091	JEFFREY	AURAND	\$1,984.61	\$1,984.60	\$3,969.21
5	13104	Daniel	Baechle	\$1,819.80	\$1,819.80	\$3,639.60
6	282191	GREGORY	BANE	\$4,202.16	\$4,202.16	\$8,404.32
7	998768	KEVIN	BARKER	\$250.00	\$250.00	\$500.00
8	931491	LISA	BARRETT	\$250.00	\$250.00	\$500.00
9	996448	PATRICIA	BEALL	\$250.00	\$250.00	\$500.00
10	11783	THOMAS	BEGAM	\$2,763.93	\$2,763.93	\$5,527.86
11	930889	RONALD	BENJAMIN	\$976.29	\$976.29	\$1,952.58
12	61831	RICHARD	BERTMAN	\$250.00	\$250.00	\$500.00
13	103288	ALICIA	BESHARA	\$1,863.98	\$1,863.98	\$3,727.96
14	992111	JOSHUA	BEYL	\$2,358.97	\$2,358.97	\$4,717.94
15	813781	ROBERT	BLUME	\$1,854.94	\$1,854.94	\$3,709.88
16	25396	LISA	BONNER	\$2,775.20	\$2,775.20	\$5,550.40
17	10070	MICHELE	BONO	\$4,030.21	\$4,030.20	\$8,060.41
18	995678	KATHLEEN	BORNHORST	\$13,736.77	\$13,736.76	\$27,473.53
19	5267	STEPHEN	BOSTATER	\$6,361.01	\$6,361.01	\$12,722.02
20	4668	BRIAN	BOWER	\$6,432.66	\$6,432.65	\$12,865.31
21	996053	PATRICK	BRAILER	\$621.72	\$621.72	\$1,243.44
22	323459	CINDY	BURNS	\$3,856.54	\$3,856.53	\$7,713.07
23	67901	DAVID	CAINS	\$6,340.96	\$6,340.95	\$12,681.91
24	996622	MARY BETH	CALENDINE	\$437.84	\$437.83	\$875.67
25	5043	CYNTHIA	CARR	\$5,192.14	\$5,192.14	\$10,384.28
26	8619	IRMA	CARR	\$2,451.66	\$2,451.65	\$4,903.31
27	2735	RODNEY	CARRUTHERS	\$3,973.84	\$3,973.84	\$7,947.68
28	997495	ANTHONY	CARSON	\$250.00	\$250.00	\$500.00
29	997905	PAUL	CARSON	\$250.00	\$250.00	\$500.00
30	997045	JAMES	CARTINIAN	\$331.14	\$331.14	\$662.28
31	22007	THOMAS	CHANDLER	\$2,809.01	\$2,809.01	\$5,618.02
32	991825	WILLIAM	CHANNELL	\$2,198.14	\$2,198.13	\$4,396.27

33	990984	LIBBY	CHAPIN	\$4,984.98	\$4,984.97	\$9,969.95
34	76697	PAMELA	CLARK	\$3,969.55	\$3,969.54	\$7,939.09
35	360911	MICHAEL	COLE	\$2,753.95	\$2,753.95	\$5,507.90
36	5652	SUSAN	COOK	\$3,905.36	\$3,905.35	\$7,810.71
37	324603	KENNETH	COOPER	\$6,782.97	\$6,782.96	\$13,565.93
38	990113	MICHAEL	COSGROVE	\$2,546.72	\$2,546.71	\$5,093.43
39	48397	QUENTIN	COX	\$1,810.50	\$1,810.49	\$3,620.99
40	18986	ORLANDO	CRIMMEL	\$3,761.19	\$3,761.19	\$7,522.38
41	989750	CYNTHIA	CRISPEN	\$2,735.06	\$2,735.05	\$5,470.11
42	10768	TIMOTHY	CURRAN	\$2,686.70	\$2,686.70	\$5,373.40
43	858170	KENNETH	DAVIS	\$4,450.07	\$4,450.07	\$8,900.14
44	989382	ROBERT	DAWSON	\$3,065.17	\$3,065.17	\$6,130.34
45	17533	SHARON	DAZELL	\$3,223.50	\$3,223.50	\$6,447.00
46	846057	DAVID	DENECKE	\$763.35	\$763.34	\$1,526.69
47	12631	JENNIFER	DENSON	\$2,415.52	\$2,415.52	\$4,831.04
48	25026	NATHAN	DEROLPH	\$1,909.67	\$1,909.67	\$3,819.34
49	8051	ROCCO	DESTEFANIS	\$4,194.51	\$4,194.51	\$8,389.02
50	990264	FRANK	DILENSCHNEIDER	\$4,330.80	\$4,330.80	\$8,661.60
51	259952	MARK	DINARDO	\$2,826.23	\$2,826.22	\$5,652.45
52	350	RICHARD	DOMKA	\$3,450.37	\$3,450.37	\$6,900.74
53	998779	GINA	DOWNS	\$250.00	\$250.00	\$500.00
54	2302	JEFF	EDWARDS	\$1,568.52	\$1,568.51	\$3,137.03
55	15398	ERIC	EFOBI	\$5,388.74	\$5,388.73	\$10,777.47
56	58499	RITA	EHMANN	\$2,580.78	\$2,580.78	\$5,161.56
57	142412	CHRISTINE	ELLIOTT	\$6,916.59	\$6,916.58	\$13,833.17
58	33603	GREGORY	ELMORE	\$1,303.07	\$1,303.06	\$2,606.13
59	360866	EVAN	ESTEP	\$5,290.89	\$5,290.89	\$10,581.78
60	378273	TYSON	FANKHAUSER	\$5,136.44	\$5,136.44	\$10,272.88
61	995206	MARTIN	FAY	\$947.53	\$947.53	\$1,895.06
62	992582	LYNN	FERREN	\$801.47	\$801.46	\$1,602.93
63	60687	CHRISTOPHER	FINK	\$3,579.91	\$3,579.90	\$7,159.81
64	932185	STEVEN	FISHMAN	\$250.00	\$250.00	\$500.00
65	4269	THOMAS	FLORY	\$1,805.21	\$1,805.20	\$3,610.41
66	99591	KENNETH	GARBE	\$1,941.84	\$1,941.83	\$3,883.67

67	987024	IRENE	GARRETT	\$2,407.87	\$2,407.86	\$4,815.73
68	997802	BEN	GENNARELLI	\$1,026.76	\$1,026.75	\$2,053.51
69	989581	DAVID	GERHARD	\$3,841.70	\$3,841.70	\$7,683.40
70	997465	GREGG	GIELAS	\$250.00	\$250.00	\$500.00
71	931578	SCOTT	GILBERT	\$621.72	\$621.72	\$1,243.44
72	996910	MELANIE	GOULD	\$250.00	\$250.00	\$500.00
73	833002	SANDRA	GREENWALD	\$4,046.49	\$4,046.48	\$8,092.97
74	933168	STEVEN	GREENWALD	\$250.00	\$250.00	\$500.00
75	10249	LANCE	GREMLING	\$250.00	\$250.00	\$500.00
76	995959	MARY	GRIFFIN	\$484.86	\$484.86	\$969.72
77	8012	BRIAN	HAGEMAN	\$2,819.59	\$2,819.58	\$5,639.17
78	996190	TERRY	HALES	\$306.42	\$306.41	\$612.83
79	998780	JENNIFER	HALL	\$250.00	\$250.00	\$500.00
80	990680	KEVIN	HANNA	\$2,507.25	\$2,507.24	\$5,014.49
81	930911	SANDRA	HARRIS	\$250.00	\$250.00	\$500.00
82	12901	PHYLLIS	HART	\$1,953.74	\$1,953.74	\$3,907.48
83	987809	ELLEN	HARVEY	\$1,050.49	\$1,050.49	\$2,100.98
84	931706	RAYMOND	HATFIELD	\$250.00	\$250.00	\$500.00
85	986746	BRYCE	HENSON	\$1,491.55	\$1,491.55	\$2,983.10
86	997473	BRANDON	HOBBS	\$250.00	\$250.00	\$500.00
87	8404	JEANETTE	HOCKMAN	\$3,174.91	\$3,174.91	\$6,349.82
88	994894	MICHAEL	HOGLER	\$561.99	\$561.99	\$1,123.98
89	247599	ANN	HORNSTEIN	\$2,046.93	\$2,046.93	\$4,093.86
90	930975	MATTHEW	HOWARD	\$250.00	\$250.00	\$500.00
91	15722	ROSARIO	INDELICATO	\$2,059.68	\$2,059.67	\$4,119.35
92	42040	SUSAN	JESTER	\$476.32	\$476.32	\$952.64
93	992990	CARRIE	JOHNSON	\$853.79	\$853.78	\$1,707.57
94	932274	TIMOTHY	JOHNSON	\$250.00	\$250.00	\$500.00
95	932007	RACHEL	JONES	\$250.00	\$250.00	\$500.00
96	997897	AMY	KARHOFF	\$250.00	\$250.00	\$500.00
97	995244	MATTHEW	KENNEDY	\$848.43	\$848.43	\$1,696.86
98	931521	TINA	KERN	\$250.00	\$250.00	\$500.00
99	995033	MICHAEL	KING	\$2,466.39	\$2,466.38	\$4,932.77
100	31835	MANDY	KNERR	\$3,184.68	\$3,184.68	\$6,369.36

101	10447	TRAVIS	KNIGHT	\$5,081.28	\$5,081.27	\$10,162.55
102	931945	TAMMY	KOLLER	\$364.46	\$364.45	\$728.91
103	993530	JOHN	KORINKO	\$1,841.01	\$1,841.00	\$3,682.01
104	988929	DAVID	KURTZ	\$450.21	\$450.21	\$900.42
105	996831	MICHAEL	LANG	\$337.66	\$337.65	\$675.31
106	1101	WILLIAM	LAVELLE JR	\$8,487.35	\$8,487.34	\$16,974.69
107	988013	ANGELA	LEEVEER	\$972.51	\$972.50	\$1,945.01
108	289609	DAWN	LOCIGNO	\$3,415.76	\$3,415.75	\$6,831.51
109	997604	SANDRA	LOCKWOOD	\$250.00	\$250.00	\$500.00
110	995740	CHAD	LOUGHRY	\$277.92	\$277.91	\$555.83
111	990065	STEPHEN	LOWE	\$3,567.19	\$3,567.19	\$7,134.38
112	986522	BRIAN	LYNCHA	\$2,058.75	\$2,058.75	\$4,117.50
113	22795	VINCENT	LYONS	\$3,844.91	\$3,844.90	\$7,689.81
114	991421	KEVIN	MAHAN	\$2,547.90	\$2,547.89	\$5,095.79
115	25217	PEGGY	MALMSBURY	\$1,500.12	\$1,500.11	\$3,000.23
116	932806	AMANDA	MARCERO	\$323.23	\$323.22	\$646.45
117	985569	JENNIFER	MARRATTA	\$1,798.18	\$1,798.17	\$3,596.35
118	994492	ROBERT	MARTIN	\$2,649.78	\$2,649.77	\$5,299.55
119	14371	STANLEY	MASON	\$4,189.94	\$4,189.93	\$8,379.87
120	932975	ANTHONY	MASTURZO	\$250.00	\$250.00	\$500.00
121	991826	DANIEL	MATHEWS	\$3,658.52	\$3,658.52	\$7,317.04
122	877320	BERTHA	MATTHEWS	\$1,298.84	\$1,298.84	\$2,597.68
123	932160	DUSTIN	MCMILLAN	\$445.92	\$445.92	\$891.84
124	985011	Christine	Melcher	\$968.53	\$968.53	\$1,937.06
125	8850	KIM	MILLER	\$2,900.83	\$2,900.82	\$5,801.65
126	996493	CRAIG	MINCEY	\$562.76	\$562.76	\$1,125.52
127	343441	DAWN	MONTEIRO	\$5,797.22	\$5,797.22	\$11,594.44
128	695447	PAM	MORAN	\$1,397.24	\$1,397.24	\$2,794.48
129	848618	ELSA	MUNIZ	\$450.89	\$450.89	\$901.78
130	23858	APRIL	MUNROE	\$3,774.26	\$3,774.26	\$7,548.52
131	990465	MARK	MYERS	\$4,521.80	\$4,521.80	\$9,043.60
132	993139	THOMAS	MYRICK	\$3,386.82	\$3,386.82	\$6,773.64
133	14870	JULIE	NELSON	\$12,997.47	\$12,997.46	\$25,994.93
134	993475	DANIELLE	NEWMAN	\$1,901.89	\$1,901.88	\$3,803.77

135	990615	EDDIE	NORMAN	\$2,938.57	\$2,938.56	\$5,877.13
136	634644	KATHLEEN	NUNLIST	\$889.00	\$889.00	\$1,778.00
137	832552	ROGER	NUNLIST	\$3,493.15	\$3,493.15	\$6,986.30
138	82014	WILLIAM	NUTT	\$4,455.16	\$4,455.15	\$8,910.31
139	20561	TERRI	OLSSON	\$5,326.79	\$5,326.79	\$10,653.58
140	944	JAMES	OWENS	\$1,211.13	\$1,211.13	\$2,422.26
141	930702	DAWN	PARKS	\$997.90	\$997.89	\$1,995.79
142	25379	LAURIE	PATTERSON	\$250.00	\$250.00	\$500.00
143	985712	ROGER	PEACE	\$1,279.49	\$1,279.49	\$2,558.98
144	76427	RAYMOND	PEARSALL	\$597.00	\$597.00	\$1,194.00
145	992641	DAVID	PETERS	\$1,398.65	\$1,398.65	\$2,797.30
146	996835	BRITTANY	PHILLIPS	\$289.42	\$289.42	\$578.84
147	993531	DONALD	POLING	\$4,359.90	\$4,359.90	\$8,719.80
148	101995	SCOTT	POLING	\$7,305.61	\$7,305.60	\$14,611.21
149	931135	JASON	PREHODICK	\$250.00	\$250.00	\$500.00
150	357667	DINO	RE	\$6,482.49	\$6,482.49	\$12,964.98
151	642337	THERESA	REA	\$1,335.96	\$1,335.96	\$2,671.92
152	7589	ZACH	REFFITT	\$3,029.68	\$3,029.68	\$6,059.36
153	988186	BRENDA	RIFFE	\$250.00	\$250.00	\$500.00
154	837919	SUSI	ROARK	\$2,300.49	\$2,300.49	\$4,600.98
155	14372	POLLY	ROBINSON	\$3,650.84	\$3,650.84	\$7,301.68
156	869531	ANDREW	ROLL	\$2,210.90	\$2,210.90	\$4,421.80
157	12868	CHELSI	ROSSMAN	\$250.00	\$250.00	\$500.00
158	27297	SAUNDRA	RUEN	\$1,751.43	\$1,751.43	\$3,502.86
159	932737	CLIFFORD	RUGGLES	\$257.27	\$257.26	\$514.53
160	395065	DOMINIC	SANZO	\$4,179.96	\$4,179.96	\$8,359.92
161	990272	DANIEL	SCHNEIDER	\$2,186.49	\$2,186.49	\$4,372.98
162	12807	JENNIE	SCOBY	\$2,521.20	\$2,521.20	\$5,042.40
163	284981	RONDA	SEGELKE	\$4,094.31	\$4,094.31	\$8,188.62
164	14390	MAXINE	SHANNON	\$2,644.28	\$2,644.27	\$5,288.55
165	984999	JUSTUS	SHARP	\$4,208.18	\$4,208.18	\$8,416.36
166	22815	JASON	SHOE	\$7,322.33	\$7,322.32	\$14,644.65
167	998025	TODD	SINDERGARD	\$250.00	\$250.00	\$500.00
168	856538	DIANE	SLATER	\$998.36	\$998.36	\$1,996.72

169	992633	DAVID	SNYDER	\$552.82	\$552.81	\$1,105.63
170	806987	JENNIFER	SORETTE	\$10,856.25	\$10,856.25	\$21,712.50
171	84324	NATALIE	STARK	\$4,602.38	\$4,602.38	\$9,204.76
172	102728	JASON	STENGER	\$4,472.00	\$4,472.00	\$8,944.00
173	932255	TODD	STEVENS	\$300.14	\$300.14	\$600.28
174	834398	BYRON	STRICKLAND	\$2,130.89	\$2,130.88	\$4,261.77
175	395479	MICHELLE	STROPES	\$6,395.22	\$6,395.21	\$12,790.43
176	987162	BRANDI	SULLIVAN	\$468.48	\$468.47	\$936.95
177	327564	JOSEPH	SZYMANOWSKI	\$14,283.67	\$14,283.66	\$28,567.33
178	985362	ANN	THOMAS	\$8,896.45	\$8,896.44	\$17,792.89
179	991222	SCOTT	THOMPSON	\$1,193.92	\$1,193.91	\$2,387.83
180	20348	AMY	UPTON	\$2,300.86	\$2,300.86	\$4,601.72
181	918753	CHRIS	URTI	\$3,642.40	\$3,642.39	\$7,284.79
182	990987	LAWRENCE	UTT	\$1,070.15	\$1,070.15	\$2,140.30
183	995963	ELOISA	VINSON	\$2,302.27	\$2,302.27	\$4,604.54
184	997488	BRIAN	VORDEM ESCHE	\$250.00	\$250.00	\$500.00
185	119634	GARY	WEAVER	\$1,270.41	\$1,270.40	\$2,540.81
186	73867	GARY	WEBER	\$7,322.15	\$7,322.14	\$14,644.29
187	26771	MATTHEW	WEST	\$3,730.26	\$3,730.26	\$7,460.52
188	930985	DONALD	WHITE	\$250.00	\$250.00	\$500.00
189	2018	DAVID	WILLIAMS	\$4,917.00	\$4,916.99	\$9,833.99
190	25918	Michelle	Witt	\$3,695.20	\$3,695.19	\$7,390.39
191	22387	RICK	WOLFER	\$2,832.80	\$2,832.80	\$5,665.60
192	932338	LAUREN	WOODROW	\$385.90	\$385.89	\$771.79
193	992210	MARTY	WYZLIC	\$3,067.01	\$3,067.01	\$6,134.02

# EXHIBIT G

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

DUSTIN SWIGART and SONIA	:	Case No. 1:11-cv-00088
SCHULTZ, on behalf of themselves and	:	
others similarly situated,	:	Judge Timothy S. Black
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
FIFTH THIRD BANK,	:	
	:	
Defendant.	:	

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NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION  
AND FAIRNESS HEARING

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**To: All current or former Mortgage Loan Originators who were employed by Fifth Third Bank in the State of Ohio at any time between February 11, 2009, and January 3, 2011, who were compensated on a draw plus commission basis.**

Based on information in Fifth Third Bank's ("Fifth Third") records, you may be a class member who is entitled to participate in the proposed settlement of claims asserted in the case captioned *Swigart, et al. v. Fifth Third Bank*, United States District Court for the Southern District of Ohio Case No. 1:11-cv-00088 ("the Civil Action").

Please read this Notice carefully. It contains important information about your rights concerning the class action settlement described below. As described more fully below, *see* Section 6.c., to participate in the settlement, you must submit a properly completed Settlement Claim Form, Consent to Join, and Release of Claims ("Claim Form") in time for the Claims Administrator to receive it by **[45 days from the date of mailing]**. If you fail to turn in a timely Claim Form, you will not be entitled to receive any monetary distribution from the settlement. If you do not want to participate in the settlement, and do not want to be bound by the Release described in Section 6.b., you must exclude yourself by mailing the enclosed Opt-Out Statement in time for the Claims Administrator to receive it by **[45 days from the date of mailing]**. If you do not exclude yourself, you will be bound by the Release in Section 6.b., regardless of whether you submit a Claim Form or receive money. *See* Section 9 below, for additional information.

Class Members are encouraged to participate in this settlement. The law prohibits retaliation against current or former employees who participate in settlements. Participation does

not change the settlement amount that Fifth Third will pay, because Fifth Third will pay the same fixed amount regardless of the number of Class Members who participate.

**Important Deadlines:**

- Deadline to return the Claim Form: must be submitted in time for the Claims Administrator to receive it by [45 days from the date of mailing];
- Deadline for the Opt-Out Statement: must be mailed in time for the Claims Administrator to receive it by [45 days from the date of mailing]; and
- Deadline for objecting to the settlement: must be mailed in time for the Claims Administrator to receive it by [45 days from the date of mailing].

For assistance completing the enclosed Claim Form or for assistance with related matters, please contact Class Counsel Nichols Kaster, PLLP at 612-256-3200 or selander@nka.com.

This Notice explains the nature of the Civil Action and the terms of the settlement and informs you of your rights and obligations. This Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by the Parties.

This Notice contains information about the following topics:

1. What Is This Civil Action About?
2. What Is A Class Action?
3. What Is The Purpose Of This Notice?
4. Who Is Included In The Civil Action?
5. Who Is Class Counsel?
6. What Are the Benefits And Terms Of The Proposed Settlement (including information about how you can participate in the Settlement)?
7. When Is The Fairness Hearing To Approve Settlement?
8. How Can You Object To The Proposed Settlement?
9. How Can You Opt-Out Of The Settlement?
10. How Can You Examine Court Records?
11. What If You Have Questions?

**1. What Is This Civil Action About?**

On or about February 11, 2011, two former employees of Fifth Third (“Plaintiffs”) brought this Civil Action, in which they claimed that Fifth Third violated the federal Fair Labor Standards Act (“FLSA”) and the Ohio Wage Act by failing to pay employees for overtime. Plaintiffs sought recovery of statutory damages, interest, attorneys’ fees and costs, and other relief.

Fifth Third has denied and continues to deny any wrongdoing and denies any and all liability and damages to anyone with respect to the alleged facts or causes of action asserted in the Civil Action. To avoid the burden, expense, inconvenience, and uncertainty of continued Civil Action, however, Fifth Third has concluded that it is in its best interests to resolve and settle the Civil Action by entering into a settlement agreement (the “Settlement”).

The Civil Action is presently pending before Judge Timothy S. Black, United States District Judge for the United States District Court for the Southern District of Ohio. Judge Black has not made any decision on the merits of Plaintiffs’ claims. On December 28, 2012, the Court certified this matter as a class action. On [Month] [Day], 2014, the Court certified the case for purposes of settlement and granted preliminary approval of the Settlement, subject to a fairness hearing which will take place on [Month] [Day], 2014.

**2. What Is A Class Action?**

A class action is a civil action in which the claims and rights of many people are decided in a single court proceeding. One or more representative plaintiffs, also known as “Plaintiffs” or “Class Representatives,” file a civil action asserting claims on behalf of the entire class.

**3. What Is The Purpose Of This Notice?**

Judge Black has ordered that this Notice be sent to you because you may be a Class Member. The purpose of this Notice is to inform you of the proposed settlement and of your rights, including:

- To inform you of your right to “opt-out” of the settlement class, and thereby preserve your ability to independently bring any claim that you might have;
- To inform you of your right to file objections to the Settlement; and
- To inform you of the steps you must take to receive any share of the Settlement funds.

**4. Who Is Included In The Civil Action?**

You are a Class Member if you were employed by Fifth Third as a Mortgage Loan Originator at any time between February 11, 2009 and January 3, 2011, were compensated based on a draw plus commission basis, and did not opt-in to this litigation on or before April 17, 2012, as a Section 216(b) Plaintiff.

**5. Who Is Class Counsel?**

The Court has approved the following firm to represent all members of the Class. Class Counsel is:

**NICHOLS KASTER, PLLP**  
Paul J. Lukas  
Timothy C. Selander  
4600 IDS Center, 80 South 8th Street  
Minneapolis, MN 55402  
Telephone: (612) 256-3200  
Web: www.nka.com  
Email: selander@nka.com

**6. What Are The Benefits And Terms Of The Proposed Settlement?**

Plaintiffs and Fifth Third have agreed to the Settlement summarized below. The complete terms and conditions of the proposed Settlement are on file with the Clerk of Court at the address listed below in Section 10. The Parties' obligations under the Settlement Agreement will not become effective unless and until it receives final court approval, including the exhaustion of any appeals.

*a. What are the benefits of the settlement?*

Class Members who timely and properly complete and return the Claim Form, as described in Section 6.c. below, will be eligible to receive a payment which represents liquidated damages and overtime damages calculated using the following data: (i) the number of weeks they performed work as a MLO from February 11, 2009, until January 3, 2011; (ii) their commission and draw earnings during the same time period; and (iii) an average of five overtime hours for each week.

*b. What is the legal effect of participating in the settlement?*

If the Court grants final approval of the Settlement, in exchange for the promise of payment as set forth above, the claims asserted in the Civil Action will be dismissed with prejudice and Class Members who do not opt-out will fully release and discharge Fifth Third from any and all past and present matters, claims, demands, and causes of action for unpaid regular and overtime wages, penalties, liquidated damages, costs, attorneys' fees, and any other relief under the Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code § 4111.01 *et seq.*, ("the Ohio Wage Act") (whether asserted in the Civil Action or not), which accrued between February 11, 2009 and January 3, 2011. In addition, Class Members who accept the Settlement by returning a timely Claim Form will fully release and discharge Fifth Third from any and all past and present matters, claims, demands, and causes of action for unpaid regular and overtime wages, penalties, liquidated damages, costs, attorneys' fees, and any other relief under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, which accrued between February 11, 2009 and January 3, 2011. The foregoing release does not include wage-related claims

brought pursuant to Title VII, the Family and Medical Leave Act, the Americans with Disabilities Act or the Age Discrimination in Employment Act. When claims are “released,” that means that a person covered by the release cannot sue Fifth Third or Released Persons for any of the claims that are covered by the release.

*c. How can I participate in the settlement?*

If you wish to receive a distribution from the Settlement Fund, you must timely complete and return the enclosed Claim Form according to instructions provided on the form. The Claim Form must be personally filled out by the current or former employee who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf. As part of the Claim Form, you consent to join the Civil Action for the purpose of participating in the Settlement.

The Claim Form must be properly completed, signed, and returned to the Claims Administrator via First Class United States Mail, email, or fax and received by [45 days from the date of mailing]. If you do not properly complete and timely submit the Claim Form in order for it to be received by [45 days from the date of mailing], you will not be eligible to receive any monetary distribution. You should **NOT** complete the Claim Form if you complete the Opt-Out Statement. If you do submit both the Opt-Out Statement and the Claim Form, you will still be bound by the terms of the Settlement.

*d. How was my share calculated?*

Each Class Member who submits a timely and properly completed Claim Form will receive a share of the Ohio Rule 23 Settlement Fund (\$1,352,496.21) representing liquidated damages and overtime damages calculated using the following data: (i) the number of weeks they performed work as a MLO from February 11, 2009, until January 3, 2011; (ii) their commission and draw earnings during the same time period; and (iii) an average of five overtime hours for each week. In addition, for certain Class Members who previously signed an Acknowledgement and Release and received a payment of back wages from Fifth Third covering weeks worked as a MLO between March 24, 2010 and January 3, 2011, those weeks were excluded from their allocation calculation, and their remaining allocation was reduced by 25%. The minimum allocation amount is \$500.

**7. When Is The Fairness Hearing To Approve The Settlement?**

The Court has granted preliminary approval of the proposed Settlement, concluding preliminarily that the Settlement is fair, adequate, and reasonable and that the proposed distribution of the Settlement amount is fair, adequate, and reasonable. A hearing will be held to determine whether final approval of the Settlement should be granted. At the hearing, the Court will hear objections, if any, and arguments concerning the fairness of the proposed Settlement. The hearing will take place before Judge Black on [Month] [Day], 2014 or as soon thereafter as practicable, in Courtroom 815 United States District Court for the Southern District of Ohio, Western Division, Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202. The Court will also consider Class Counsel’s application for attorneys’ fees in the amount of 33% of the total settlement amount and reasonable costs incurred during the

prosecution of the case. The time and date of this hearing may be continued or adjourned, so please contact Class Counsel prior to the date of the hearing if you plan to attend.

You are not obligated to attend this hearing. You may attend the hearing if you plan to object to the settlement. You may also retain your own attorney to represent you in your objections. If you wish to attend the hearing, you must submit a written objection as described in the following section and must state in writing your intention to appear at the fairness hearing.

**8. How Can You Object To The Proposed Settlement?**

If you want to object to the Settlement, you may submit a written statement of the objection to the Claims Administrator at the address below. Your objection will not be heard unless it is mailed in time for the Claims Administrator to receive it by [45 days from the date of mailing]. The objection need not be in any specific form; a short and simple statement of your objection is sufficient. You do not need to be represented by counsel to object. If you wish to present your objection at the fairness hearing, you must state your intention to do so in your written objection.

**9. How Can You Opt-Out Of The Settlement?**

You have the right to exclude yourself, and yourself only, from this Civil Action and Settlement. If you choose to exclude yourself, you will not be barred from seeking relief with respect to any legal claims and will be free to pursue an individual claim, if any, against Fifth Third, but you will not be eligible to receive the benefits of this Settlement. If you intend to exclude yourself, you must complete the enclosed Opt-Out Statement and mail it to the Claims Administrator at the address below. The Opt-Out Statement must be mailed to the Claims Administrator in time for the Claims Administrator to receive it by [45 days from the date of mailing]. You should **NOT** complete the Opt-Out Statement if you complete the Settlement Claim Form and Release of Claims. If you do submit both the Opt-Out Statement and the Settlement Claim Form and Release of Claims, you will still be bound by the terms of the Settlement.

**10. How Can You Examine Court Records?**

The foregoing description of the case is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, including a copy of the Settlement Agreement, you should visit the Office of the Clerk, Potter Stewart U.S. Courthouse, Room 103, 100 East Fifth Street, Cincinnati, Ohio 45202. The Clerk will make all files relating to this Civil Action available to you for inspection and copying at your own expense.

**11. What If You Have Questions?**

If you have questions about this Notice, or want additional information, you can contact Class Counsel at the phone number and address listed in Section 5 above.

Dated: [DATE OF MAILING].

**This Notice is sent to you by Order  
of the United States District Court for the Southern District of Ohio.**

# EXHIBIT G-1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

DUSTIN SWIGART and SONIA	:	Case No. 1:11-cv-00088
SCHULTZ, on behalf of themselves and	:	
others similarly situated,	:	Judge Timothy S. Black
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
FIFTH THIRD BANK,	:	OPT OUT STATEMENT
	:	
Defendant.	:	

**SUBMIT THIS FORM ONLY IF YOU DO NOT WISH TO REMAIN A CLASS MEMBER. IF YOU SUBMIT THIS FORM, YOU WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF WAGE CLAIMS.**

I wish to opt out of the class settlement of the *Swigart, et al. v. Fifth Third Bank*. I understand that by opting out, I will be excluded from the class settlement and will receive no money from the settlement. I understand that if I opt out, I can file my own separate lawsuit. I understand that in any separate lawsuit, it is possible that I may receive nothing or less than I would have received if I had participated in the settlement in this lawsuit. I understand that any separate lawsuit undertaken by me will be undertaken at my own expense and at my own risk. I understand that counsel for the class will not represent my interests if I opt out.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Last Four Digits of your Social Security Number

\_\_\_\_\_  
Signature

**SEND TO CLAIMS ADMINISTRATOR AT:**

**XX**

**MUST BE MAILED BY UNITED STATES FIRST CLASS MAIL IN TIME FOR THE CLAIMS ADMINISTRATOR TO RECEIVE IT BY [45 days from the date of mailing]. WE ADVISE YOU TO KEEP A COPY FOR YOUR RECORDS—YOU MAY WISH TO MAIL RETURN RECEIPT REQUESTED.**

# EXHIBIT G-2

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

**DUSTIN SWIGART and SONIA  
SCHULTZ, on behalf of themselves and  
others similarly situated,**

**Plaintiffs,**

**V.**

**FIFTH THIRD BANK,**

**Defendant.**

**Case No. 1:11-cv-00088**

**Judge Timothy S. Black**

## SETTLEMENT CLAIM FORM, CONSENT TO JOIN, AND RELEASE OF CLAIMS

[To be pre-inserted by the Claims Administrator:]

Name:

Claim Number:

Address:

City, State, Zip Code:

**YOUR SETTLEMENT AMOUNT:**

Back Pay: \$\_\_\_\_\_

Liquidated Damages: \$ \_\_\_\_\_

Total: \$\_\_\_\_\_

**This form must be received by the Claims Administrator no later than [45 days from the date of mailing].**

### Verification:

Please verify your identity by providing the last four digits of your Social Security Number and verify your address above by signing below. If the address above is incorrect, please give the correct address in the space below. The address you list is the address where the check will be mailed.

Address Correction Only:

Street Address or P.O. Box

Last Four Digits of Social Security Number

City, State, Zip Code

By signing below, I swear that I was employed as a Mortgage Loan Originator (“MLO”) in the State of Ohio for Fifth Third Bank (“Fifth Third”) during at least one or more full workweeks between February 11, 2009, and January 3, 2011, and I have not previously joined this litigation.

**Release of Claims:**

I hereby irrevocably and unconditionally forever and fully release and covenant not to sue Fifth Third, as well as any of its predecessors, successors, present and former affiliates, parents, subsidiaries, insurers, officers, directors, agents, board members, employees, representatives, heirs, attorneys, and assigns from any and all past and present matters, claims, demands, and causes of action for unpaid regular or overtime wages, penalties, liquidated damages, costs, attorneys’ fees, and any other relief which accrued between February 11, 2009 and January 3, 2011 under the federal Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, or the Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code §§ 4111.01 *et seq.*

I acknowledge that this Settlement Claim Form and Release of Claims is intended to include in its effect all claims as set forth above asserted in or arising from my employment with Fifth Third or asserted in the above-referenced Civil Action, including both asserted and unasserted claims, and including those claims that I do not know or suspect to exist in my favor against Fifth Third.

**Consent to Join:**

I further understand that by signing below, I am consenting to join this Civil Action, *Swigart, et al. v. Fifth Third Bank*, Case No. 1:11-cv-00088 (S.D. Ohio), for settlement purposes and participate in the claims administration process. I hereby designate the law firm of Nichols Kaster, PLLP, to represent me. I consent and agree to be bound by the judgment as approved by my attorneys and approved by the Court as fair, adequate and reasonable.

**I declare under penalty of perjury that the above information is correct.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**This Claim Form and Release of Claims must be properly completed, signed, and mailed, faxed, or emailed to the Claims Administrator at the following address, and received by [45 days from the date of mailing]:**

**CLAIMS ADMINISTRATOR ADDRESS, FAX, EMAIL**

# EXHIBIT G-3

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

**DUSTIN SWIGART and SONIA  
SCHULTZ, on behalf of themselves and  
others similarly situated,**

**Plaintiffs,**

**V.**

**FIFTH THIRD BANK,**

**Defendant.**

Case No. 1:11-cv-00088

**Judge Timothy S. Black**

## SETTLEMENT CLAIM FORM AND RELEASE OF CLAIMS

[To be pre-inserted by the Claims Administrator:]

Name:

**Claim Number:**

Address:

City, State, Zip Code:

**YOUR SETTLEMENT AMOUNT:**

Back Pay: \$\_\_\_\_\_

Liquidated Damages: \$ \_\_\_\_\_

Total: \$\_\_\_\_\_

**YOU MUST RETURN THIS COMPLETED FORM IN ORDER TO RECEIVE  
YOUR CHECKS**

### Verification:

Please verify your identity by providing the last four digits of your Social Security Number and verify your address above by signing below. If the address above is incorrect, please give the correct address in the space below. The address you list is the address where the check will be mailed.

Address Correction Only:

Street Address or P.O. Box

### Last Four Digits of Social Security Number

City, State, Zip Code

By signing below, I swear that I was employed as a Mortgage Loan Originator (“MLO”) in the State of Ohio for Fifth Third Bank (“Fifth Third”) during at least one or more full workweeks between February 11, 2008 to January 3, 2011.

**Release of Claims:**

I hereby irrevocably and unconditionally forever and fully release and covenant not to sue Fifth Third, as well as any of its predecessors, successors, present and former affiliates, parents, subsidiaries, insurers, officers, directors, agents, board members, employees, representatives, heirs, attorneys, and assigns from any and all past and present matters, claims, demands, and causes of action for unpaid regular or overtime wages, penalties, liquidated damages, costs, attorneys’ fees, and any other relief which accrued between February 11, 2009 and January 3, 2011 under the federal Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, or the Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code § 4111.01 *et seq.*

I acknowledge that this Settlement Claim Form and Release of Claims is intended to include in its effect all claims as set forth above asserted in or arising from my employment with Fifth Third or asserted in the above-referenced Civil Action, including both asserted and unasserted claims, and including those claims that I do not know or suspect to exist in my favor against Fifth Third.

**I declare under penalty of perjury that the above information is correct.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**This Claim Form and Release of Claims must be properly completed, signed, and mailed, faxed, or emailed to the Claims Administrator at the following address and received by [45 days from the date of mailing]:**

**CLAIMS ADMINISTRATOR ADDRESS, FAX, EMAIL**

# EXHIBIT H

**Swigart, et al. v. Fifth Third Bank**

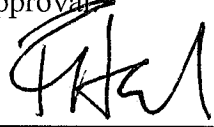
**Settlement Term Sheet**

May 15, 2013

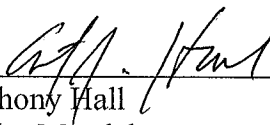
1. Payment of \$4,000,000.00 to resolve the claims of the Named Plaintiffs, Opt-In Plaintiffs and Ohio Rule 23 Class Members (referred to herein as "Settlement Participants"). Defendant will not be required to pay any additional sum with the exception of employer-side payroll taxes and the fees and costs of a settlement administrator, should Defendant choose to utilize one to effectuate the terms of the settlement. The only portions of the settlement that will revert to Defendant are amounts allocated to rejecting Opt-In Plaintiffs, or Rule 23 Class Members who opt-out of the settlement. Included in those reversions are any attorneys' fees associated with the rejecting opt-in Plaintiffs and Rule 23 Class Members. *Non-Responsive Opt-In Plaintiffs,*  
*Non-Responsive Opt-In Plaintiffs,*
2. Settlement Participants will release all FLSA and Ohio state law claims related to the FLSA and Ohio state law claims raised in this case, through January 3, 2011.
3. Named Plaintiffs will be allocated a reasonable sum to be agreed upon by the parties as class representative awards. In exchange, the Named Plaintiffs will also agree to a general release of employment claims.
4. For the purposes of tax allocation, the settlement payments to the Settlement Participants will be characterized as 50% wages and 50% liquidated damages. Wages will be reported on IRS Form W-2; liquidated damages will be reported on IRS Form 1099. *As to the payments reported as non-wage income, the Settlement Participants Agree to indemnify and hold harmless Defendant for any taxes due or owing by Settlement Participants on such payments.*
5. Plaintiffs' Counsel reserves the right to request up to 33% of the total settlement amount in attorneys' fees and an additional amount for costs. Any fees or costs which are not approved by the Court shall not revert to Defendant, but instead shall be allocated to Settlement Participants. The money to be distributed to Settlement Participants is referred to herein as the "Allocation Fund."
6. The Allocation Fund shall be distributed to Plaintiffs based on a formula which accounts for each Plaintiff's pay history and dates of employment in the MLO position within the relevant statutory period.
7. Notice of the settlement to be sent to Settlement Participants. The notice shall describe the settlement and shall disclose the amount allocated to the recipient Settlement Participant. Settlement Participants will have 45 days to return a signed Release Form. Settlement Participants who are opt-in Plaintiffs have the right to reject their individual settlement offer in writing delivered to Class Counsel. Ohio Rule 23 Class Members will be sent a notice, and be given the opportunity to opt-out.
8. Class Counsel will take all reasonable steps to make sure notice reaches Settlement Participants. Class Counsel will recommend acceptance of the settlement offer, unless their ethical obligations require otherwise.

9. Opt-In Plaintiffs who reject their settlement offer in writing (referred to herein as "Rejecters") shall be dismissed without prejudice in conjunction with final approval of the settlement and shall have their statute of limitations tolled for 30 days to refile their claims.
10. Opt-In Plaintiffs who neither return a signed Release Form nor reject their settlement in writing (referred to herein as "Non-Responders") shall be dismissed <sup>without</sup> prejudice in conjunction with final approval of the settlement, <sup>and shall have their statute of limitations tolled for 30 days to re-file their claims</sup> Settlement amounts allocated to Non-Responders will be reallocated to Settlement Participants.
11. Defendant retains the right to rescind the settlement if more than 5% of the Opt-In Plaintiffs are Rejecters.
12. Opt-in Plaintiffs identified by Defendant as ineligible will be dismissed without prejudice in conjunction with final approval. Class Counsel will send a letter to these ineligible Opt-In Plaintiffs, identifying the reason that he or she is ineligible and informing them that they may call Class Counsel with questions.
13. Defendant will provide a draft settlement agreement to Class Counsel by June 5, 2013. Class Counsel will provide revisions by June 12, 2013. Defendant will respond to any revisions by June 19, 2013. Class Counsel will draft a preliminary approval motion for Defendant's review by June 26, 2013. Defendant will respond with any revisions by July 8, 2013. Plaintiffs will file the motion for preliminary approval by July 12, 2013.
14. Settlement is contingent upon Court preliminary and final approval.

Dated: 5-15-13

  
\_\_\_\_\_  
Paul J. Lukas  
Nichols Kaster, PLLP  
Class Counsel

Dated: 5/15/13

  
\_\_\_\_\_  
Anthony Hall  
Littler Mendelson  
Counsel for Defendant

# EXHIBIT I

Employee ID	First Name	Last Name	Class	Pre-Litigation Backpay Received for Weeks Worked as MLO Between 3/24/2010 and 1/3/2011
930596	Robert	Andrews	FLSA Opt-in	\$719.25
20967	Karen	Armstrong	FLSA Opt-in	\$5,586.95
23680	James	Artwell	FLSA Opt-in	\$15,002.50
24442	Kathy	Ballard	FLSA Opt-in	\$40,868.00
990035	Eric	Bastian	FLSA Opt-in	\$12,212.89
997743	Kevin	Baustian	FLSA Opt-in	\$90,238.05
14322	Nathan	Bay	FLSA Opt-in	\$18,830.56
195418	John	Berghorst	FLSA Opt-in	\$10,360.40
997213	Melissa	Binns	FLSA Opt-in	\$1,099.22
11941	Carl	Boersen	FLSA Opt-in	\$23,228.70
299700	Phillip	Brechtling	FLSA Opt-in	\$7,520.09
990931	Reed	Brunzell	FLSA Opt-in	\$8,323.20
195864	Daniel	Carter	FLSA Opt-in	\$2,087.18
18174	Patricia	Cary	FLSA Opt-in	\$19,357.90
931291	Diane	Castaldi	FLSA Opt-in	\$419.70
22255	Michele	Cermak	FLSA Opt-in	\$9,922.58
998982	Jonathan	Cherry	FLSA Opt-in	\$9,514.41
996594	Jerome	Cobbe	FLSA Opt-in	\$700.06
996320	Darren	Cochran	FLSA Opt-in	\$7,721.22
990570	Lisa	Coker	FLSA Opt-in	\$4,528.55
21463	Tom	Conway	FLSA Opt-in	\$152,517.20
357861	Timothy	Craft	FLSA Opt-in	\$33,866.42
16578	Charles	Cybulski	FLSA Opt-in	\$7,092.40
386898	Bruce	Derby	FLSA Opt-in	\$1,266.97
992983	George	Dietrich	FLSA Opt-in	\$5,993.18
11656	Cheryl	Ebert	FLSA Opt-in	\$6,755.12
121320	Kathy	Eriks	FLSA Opt-in	\$54,212.32
994295	Mark	Fairbanks	FLSA Opt-in	\$822.12
989543	Jorge	Flores	FLSA Opt-in	\$2,291.53
193834	Nancy	Fuston	FLSA Opt-in	\$11,210.66
412013	Susan	Galbreath	FLSA Opt-in	\$12,240.00
303611	Aimee	Green	FLSA Opt-in	\$42,209.64

991565	David	Greer	FLSA Opt-in	\$189.07
12199	Stephanie	Griffin	FLSA Opt-in	\$15,211.33
9062	James	Griffith	FLSA Opt-in	\$3,289.50
352161	Patrick	Grundish	FLSA Opt-in	\$67,926.90
986922	Gary	Hall	FLSA Opt-in	\$3,752.42
996596	Steven	Hallett	FLSA Opt-in	\$1,984.24
12148	Cheryl	Hamilton	FLSA Opt-in	\$7,884.60
989854	Dianna	Hay	FLSA Opt-in	\$1,327.02
127781	Jack	Hayzlett	FLSA Opt-in	\$10,877.28
997567	Alyssa	Hicks	FLSA Opt-in	\$903.87
20210	Deborah	Hodge	FLSA Opt-in	\$30,817.60
20969	Mark	Huddleson	FLSA Opt-in	\$3,786.24
997463	Patrick	Hurley	FLSA Opt-in	\$26,075.28
996161	John	Imburgia	FLSA Opt-in	\$10,268.00
994402	Erin	King	FLSA Opt-in	\$1,046.64
998465	Paul	Lang	FLSA Opt-in	\$2,832.90
993745	Lynda	Lawless	FLSA Opt-in	\$7,318.10
991526	Kimberly	Lawrence	FLSA Opt-in	\$2,549.32
2343	Glenn	Lay Jr	FLSA Opt-in	\$6,945.59
984744	Christina	Ledesma	FLSA Opt-in	\$2,920.31
17803	Richard	Lenzer	FLSA Opt-in	\$884.88
997801	Nancy	Levine	FLSA Opt-in	\$28,925.33
25702	Jean	Lovergine	FLSA Opt-in	\$66,347.81
19934	Paul	Marchio	FLSA Opt-in	\$11,035.38
25235	Troy	Mcmahan	FLSA Opt-in	\$8,765.20
932277	Sean	Mcmanamon	FLSA Opt-in	\$546.12
194521	Richard	Meisinger	FLSA Opt-in	\$22,402.46
193721	Mark	Mohr	FLSA Opt-in	\$20,165.74
5417	Heather	Montgomery	FLSA Opt-in	\$26,016.12
931142	Israel	Morales	FLSA Opt-in	\$377.15
990847	Michael	Mullen	FLSA Opt-in	\$8,306.88
196672	Dianne	Nance	FLSA Opt-in	\$3,196.68
996889	John	Noh	FLSA Opt-in	\$13,876.93
997744	Daniel	Nolan	FLSA Opt-in	\$49,017.15
86609	Monica	Notestine	FLSA Opt-in	\$559.56

363610	James	Osborn	FLSA Opt-in	\$355.47
995794	Maureen	O'Toole	FLSA Opt-in	\$456.38
194554	Gary	Owen	FLSA Opt-in	\$15,346.92
991065	Scot	Pataky	FLSA Opt-in	\$6,325.36
208101	Terrie	Pearman	FLSA Opt-in	\$5,964.61
195901	Thomas	Peterson	FLSA Opt-in	\$897.26
985352	Lance	Petway	FLSA Opt-in	\$6,723.84
18147	Amanda	Pietoso	FLSA Opt-in	\$14,976.75
998250	Jennifer	Pike	FLSA Opt-in	\$188.46
931218	Brian	Porath	FLSA Opt-in	\$1,236.87
993491	Kelly	Prestly	FLSA Opt-in	\$2,471.12
7474	Patricia	Putrino	FLSA Opt-in	\$10,350.96
996167	Mark	Reifsnyder	FLSA Opt-in	\$806.82
2481	Rajvalla	Robinson	FLSA Opt-in	\$17,756.98
988623	Regina	Rosemire	FLSA Opt-in	\$7,025.98
993737	Everett	Roy	FLSA Opt-in	\$6,061.86
23769	Annita	Rucker	FLSA Opt-in	\$1,661.76
837011	Mark	Russell	FLSA Opt-in	\$3,856.96
996441	Sherri	Sampson	FLSA Opt-in	\$16,524.00
995933	Marcelo	Saucedo	FLSA Opt-in	\$983.28
197309	John	Scheppele	FLSA Opt-in	\$34,878.87
902998	Joni	Schumann	FLSA Opt-in	\$18,092.25
931997	Tanya	Seabrooks	FLSA Opt-in	\$394.56
991525	Joanna	Sharp	FLSA Opt-in	\$2,482.99
989091	Kevin	Smith	FLSA Opt-in	\$6,874.80
990508	Michael	Smith	FLSA Opt-in	\$2,991.43
997164	Steven	Staniszewski	FLSA Opt-in	\$7,388.30
16604	Timothy	Strickler	FLSA Opt-in	\$23,806.80
987166	John	Sullivan	FLSA Opt-in	\$10,528.44
740850	Douglas	Swinehart	FLSA Opt-in	\$7,616.34
197317	Joseph	Szombati	FLSA Opt-in	\$23,277.76
996283	Nicholas	Tsikretsis	FLSA Opt-in	\$5,136.72
995605	Patrick	Tyler	FLSA Opt-in	\$5,632.48
931441	Scott	Tyler	FLSA Opt-in	\$5,632.48
992218	Brian	Volz	FLSA Opt-in	\$15,656.86

77227	Julie	Vore	FLSA Opt-in	\$68,833.80
15392	Glenda	Warren	FLSA Opt-in	\$20,517.30
997785	Fred	Weber	FLSA Opt-in	\$89,449.92
990803	Beverly	Wheat	FLSA Opt-in	\$16,493.40
998938	Michael	Wheeler	FLSA Opt-in	\$490.38
9564	Michael	Whyte	FLSA Opt-in	\$23,722.59
26044	Dale	Winters	FLSA Opt-in	\$12,895.52
904506	DONNA	AMOS	Ohio R. 23 Class Member	\$39,393.76
22586	DAVID	ANDERSON	Ohio R. 23 Class Member	\$8,984.50
804068	TAMMY	ASHBY	Ohio R. 23 Class Member	\$4,803.18
25091	JEFFREY	AURAND	Ohio R. 23 Class Member	\$7,689.44
13104	Daniel	Baechle	Ohio R. 23 Class Member	\$13,375.43
998768	KEVIN	BARKER	Ohio R. 23 Class Member	\$7,287.48
931491	LISA	BARRETT	Ohio R. 23 Class Member	\$1,852.12
11783	THOMAS	BEGAM	Ohio R. 23 Class Member	\$5,737.84
61831	RICHARD	BERTMAN	Ohio R. 23 Class Member	\$1,101.25
103288	ALICIA	BESHARA	Ohio R. 23 Class Member	\$8,167.14
25396	LISA	BONNER	Ohio R. 23 Class Member	\$13,370.16
10070	MICHELE	BONO	Ohio R. 23 Class Member	\$15,082.20
5267	STEPHEN	BOSTATER	Ohio R. 23 Class Member	\$30,754.02
4668	BRIAN	BOWER	Ohio R. 23 Class Member	\$58,135.50
323459	CINDY	BURNS	Ohio R. 23 Class Member	\$19,014.84
67901	DAVID	CAINS	Ohio R. 23 Class Member	\$19,046.80
996622	MARY BETH	CALENDINE	Ohio R. 23 Class Member	\$8,056.30
5043	CYNTHIA	CARR	Ohio R. 23 Class Member	\$47,705.40
8619	IRMA	CARR	Ohio R. 23 Class Member	\$1,318.18
2735	RODNEY	CARRUTHERS	Ohio R. 23 Class Member	\$19,200.48
997495	ANTHONY	CARSON	Ohio R. 23 Class Member	\$15,667.08
997905	PAUL	CARSON	Ohio R. 23 Class Member	\$13,482.77
991825	WILLIAM	CHANNELL	Ohio R. 23 Class Member	\$5,587.56
990984	LIBBY	CHAPIN	Ohio R. 23 Class Member	\$28,141.80
360911	MICHAEL	COLE	Ohio R. 23 Class Member	\$8,608.80
990113	MICHAEL	COSGROVE	Ohio R. 23 Class Member	\$29,258.50
48397	QUENTIN	COX	Ohio R. 23 Class Member	\$5,729.34
18986	ORLANDO	CRIMMEL	Ohio R. 23 Class Member	\$6,585.12

989750	CYNTHIA	CRISPEN	Ohio R. 23 Class Member	\$2,647.24
10768	TIMOTHY	CURRAN	Ohio R. 23 Class Member	\$3,327.24
989382	ROBERT	DAWSON	Ohio R. 23 Class Member	\$6,254.64
12631	JENNIFER	DENSON	Ohio R. 23 Class Member	\$4,080.51
25026	NATHAN	DEROLPH	Ohio R. 23 Class Member	\$10,414.20
8051	ROCCO	DESTEFANIS	Ohio R. 23 Class Member	\$10,196.60
350	RICHARD	DOMKA	Ohio R. 23 Class Member	\$6,218.94
998779	GINA	DOWNS	Ohio R. 23 Class Member	\$15,887.52
2302	JEFF	EDWARDS	Ohio R. 23 Class Member	\$7,931.11
15398	ERIC	EFOBI	Ohio R. 23 Class Member	\$16,971.10
58499	RITA	EHMANN	Ohio R. 23 Class Member	\$4,369.68
360866	EVAN	ESTEP	Ohio R. 23 Class Member	\$21,569.60
995206	MARTIN	FAY	Ohio R. 23 Class Member	\$2,701.64
60687	CHRISTOPHER	FINK	Ohio R. 23 Class Member	\$26,016.80
932185	STEVEN	FISHMAN	Ohio R. 23 Class Member	\$130.28
4269	THOMAS	FLORY	Ohio R. 23 Class Member	\$3,291.27
99591	KENNETH	GARBE	Ohio R. 23 Class Member	\$7,010.80
987024	IRENE	GARRETT	Ohio R. 23 Class Member	\$29,979.84
997465	GREGG	GIELAS	Ohio R. 23 Class Member	\$16,083.21
996910	MELANIE	GOULD	Ohio R. 23 Class Member	\$8,793.62
833002	SANDRA	GREENWALD	Ohio R. 23 Class Member	\$13,242.15
995959	MARY	GRIFFIN	Ohio R. 23 Class Member	\$3,196.58
8012	BRIAN	HAGEMAN	Ohio R. 23 Class Member	\$2,780.52
996190	TERRY	HALES	Ohio R. 23 Class Member	\$4,716.48
998780	JENNIFER	HALL	Ohio R. 23 Class Member	\$6,096.00
990680	KEVIN	HANNA	Ohio R. 23 Class Member	\$2,518.72
930911	SANDRA	HARRIS	Ohio R. 23 Class Member	\$300.77
931706	RAYMOND	HATFIELD	Ohio R. 23 Class Member	\$2,497.56
997473	BRANDON	HOBBS	Ohio R. 23 Class Member	\$7,057.05
8404	JEANETTE	HOCKMAN	Ohio R. 23 Class Member	\$1,916.58
994894	MICHAEL	HOEGLER	Ohio R. 23 Class Member	\$8,132.80
247599	ANN	HORNSTEIN	Ohio R. 23 Class Member	\$6,697.32
15722	ROSARIO	INDELICATO	Ohio R. 23 Class Member	\$10,276.50
42040	SUSAN	JESTER	Ohio R. 23 Class Member	\$2,737.00
992990	CARRIE	JOHNSON	Ohio R. 23 Class Member	\$1,275.00

932007	RACHEL	JONES	Ohio R. 23 Class Member	\$452.79
997897	AMY	KARHOFF	Ohio R. 23 Class Member	\$14,687.94
995244	MATTHEW	KENNEDY	Ohio R. 23 Class Member	\$9,005.92
931521	TINA	KERN	Ohio R. 23 Class Member	\$564.14
10447	TRAVIS	KNIGHT	Ohio R. 23 Class Member	\$65,076.00
996831	MICHAEL	LANG	Ohio R. 23 Class Member	\$1,416.78
289609	DAWN	LOCIGNO	Ohio R. 23 Class Member	\$4,141.20
997604	SANDRA	LOCKWOOD	Ohio R. 23 Class Member	\$4,149.60
995740	CHAD	LOUGHRY	Ohio R. 23 Class Member	\$7,142.04
990065	STEPHEN	LOWE	Ohio R. 23 Class Member	\$31,677.87
22795	VINCENT	LYONS	Ohio R. 23 Class Member	\$24,024.00
991421	KEVIN	MAHAN	Ohio R. 23 Class Member	\$4,524.72
985569	JENNIFER	MARRATTA	Ohio R. 23 Class Member	\$2,215.95
994492	ROBERT	MARTIN	Ohio R. 23 Class Member	\$29,628.96
14371	STANLEY	MASON	Ohio R. 23 Class Member	\$12,505.20
991826	DANIEL	MATHEWS	Ohio R. 23 Class Member	\$3,861.72
877320	BERTHA	MATTHEWS	Ohio R. 23 Class Member	\$11,555.10
985011	Christine	Melcher	Ohio R. 23 Class Member	\$6,076.14
8850	KIM	MILLER	Ohio R. 23 Class Member	\$6,416.80
996493	CRAIG	MINCEY	Ohio R. 23 Class Member	\$1,961.46
23858	APRIL	MUNROE	Ohio R. 23 Class Member	\$8,980.08
990465	MARK	MYERS	Ohio R. 23 Class Member	\$18,150.73
993139	THOMAS	MYRICK	Ohio R. 23 Class Member	\$25,779.48
993475	DANIELLE	NEWMAN	Ohio R. 23 Class Member	\$21,347.92
832552	ROGER	NUNLIST	Ohio R. 23 Class Member	\$35,419.16
82014	WILLIAM	NUTT	Ohio R. 23 Class Member	\$69,921.00
20561	TERRI	OLSSON	Ohio R. 23 Class Member	\$33,241.12
25379	LAURIE	PATTERSON	Ohio R. 23 Class Member	\$4,621.32
996835	BRITTANY	PHILLIPS	Ohio R. 23 Class Member	\$3,998.40
993531	DONALD	POLING	Ohio R. 23 Class Member	\$6,718.40
101995	SCOTT	POLING	Ohio R. 23 Class Member	\$80,192.40
931135	JASON	PREHODICK	Ohio R. 23 Class Member	\$1,176.74
357667	DINO	RE	Ohio R. 23 Class Member	\$42,115.29
7589	ZACH	REFFITT	Ohio R. 23 Class Member	\$13,940.14
837919	SUSI	ROARK	Ohio R. 23 Class Member	\$22,603.54

14372	POLLY	ROBINSON	Ohio R. 23 Class Member	\$11,502.20
869531	ANDREW	ROLL	Ohio R. 23 Class Member	\$3,138.88
27297	SAUNDRA	RUEN	Ohio R. 23 Class Member	\$5,306.96
395065	DOMINIC	SANZO	Ohio R. 23 Class Member	\$16,143.20
12807	JENNIE	SCOBY	Ohio R. 23 Class Member	\$7,296.06
284981	RONDA	SEGELKE	Ohio R. 23 Class Member	\$42,681.90
14390	MAXINE	SHANNON	Ohio R. 23 Class Member	\$11,407.00
984999	JUSTUS	SHARP	Ohio R. 23 Class Member	\$1,206.90
998025	TODD	SINDERGARD	Ohio R. 23 Class Member	\$16,367.96
856538	DIANE	SLATER	Ohio R. 23 Class Member	\$8,167.50
806987	JENNIFER	SORETTE	Ohio R. 23 Class Member	\$147,484.11
102728	JASON	STENGER	Ohio R. 23 Class Member	\$34,495.04
834398	BYRON	STRICKLAND	Ohio R. 23 Class Member	\$11,127.08
395479	MICHELLE	STROPES	Ohio R. 23 Class Member	\$22,720.50
327564	JOSEPH	SZYMANOWSKI	Ohio R. 23 Class Member	\$111,416.64
20348	AMY	UPTON	Ohio R. 23 Class Member	\$1,989.68
918753	CHRIS	URTI	Ohio R. 23 Class Member	\$34,192.78
990987	LAWRENCE	UTT	Ohio R. 23 Class Member	\$1,584.06
997488	BRIAN	VORDEM ESCHE	Ohio R. 23 Class Member	\$19,376.28
73867	GARY	WEBER	Ohio R. 23 Class Member	\$89,449.92
26771	MATTHEW	WEST	Ohio R. 23 Class Member	\$12,573.20
930985	DONALD	WHITE	Ohio R. 23 Class Member	\$2,925.05
25918	Michelle	Witt	Ohio R. 23 Class Member	\$22,867.86
992210	MARTY	WYZLIC	Ohio R. 23 Class Member	\$1,751.00